AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
September 15, 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-51364** Proclamation declaring September 2015 as Childhood Cancer Prevention & Awareness Month.

B. **AI-51272** Resolution in Support of the McAllen Kids Marathon which kicks off on Saturday, September 26 at the McAllen Sports Complex.

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

A. **AI-50985** Approval to process the following invoice for membership dues from Texas District and County Attorneys Association as claims with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Invoice Date	Invoice No.	Amount
6/1/2015	43172	75.00
6/1/2015	16635	60.00
6/1/2015	44647	50.00
1/1/2015	9094	60.00
1/1/2015	8262	60.00

B. **AI-51327** DA-Border Prosecution Unit Grant (BPU) (1281):
Approval of Resolution for the Border Prosecution Unit Grant to designate County Judge as the grantee's authorized official and to sign documents

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

A. **AI-51357** Presentation of the annual collections report

9. **Constables:**

A. **AI-51190** Constable Pct. #1:
Requesting approval of the Amendment No. XXI to Texas 1033 Surplus Property Program between the Texas 1033 Surplus Property Program and Hidalgo County Constable Precinct 1 Department. The purpose of the Amendment is to adhere program changes.

B. **AI-51195** Constable Pct. 1 - LBSP FY16 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY16 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through egrants.
2. Authorization for County Judge, as authorized official, to sign application through electronic means under egrants as authorized official.

C. **AI-51131** Constable Pct. 1:
Discussion, consideration, and approval to appoint Martin Blanco Jr as Deputy Constable by Constable Celestino Avila, Constable Precinct 1 in accordance with Texas Local Government Code Section 86.011

D. **AI-51302** Constable Pct. 2 - LBSP FY16 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY16 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through egrants.
2. Authorization for County Judge, as authorized official, to sign application through electronic means under egrants as authorized official.

E. **AI-51299** Constable Pct. 3 - LBSP FY16 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY16 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through egrants.
2. Authorization for County Judge, as authorized official, to sign application through electronic means under egrants as authorized official.

F. **AI-51306** Constable Pct 3 Fed Shrg-DOJ (1257):
Approval of 2015 appropriation for Const Pct3 Fed Shrg-DOJ in the total amount of $10,000.00 for various accounts.

G. **AI-51186** Constable Pct. 4:
Requesting approval of the Amendment No. XXI to Texas 1033 Surplus Property Program between the Texas 1033 Surplus Property Program and Hidalgo County Constable Precinct 4 Department. The purpose of the Amendment is to adhere program changes.

H. **AI-51193** Constable Pct. 4:
Requesting approval to reimburse Constable Atanacio "JR" Gaitan the amount of $150.21 for fuel utilizing his personal credit card being that county fuel cards have not yet been issued for the new vehicles with authority for County Treasurer to issue check after auditing procedures have been completed by County Auditor.

I. **AI-51197** Constable Pct. 4 - LBSP FY16 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY16 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through egrants.
2. Authorization for County Judge, as authorized official, to sign application through electronic means under egrants as authorized official.

J. **AI-51192** Constable Pct. #4:
Requesting approval to reimburse Horaldo Sanchez the amount of $30.00 for fuel utilizing his personal credit card being that a county fuel card has not yet been issued for the new vehicle with authority for County Treasurer to issue check after auditing procedures have been completed by County Auditor.

10. **Sheriff's Office:**

A. **AI-51270** Local Border Security Program FY 15 (1284):
Ratification for extension request for the Local Border Security Program FY 2015
Authorization and approval to accept an extension for the Local Border Security Program FY 15 (LBSP-15) (New termination date is 9/30/15).

B. **AI-51267** Sheriff's Office - LBSP FY16 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY16 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through egrants.
2. Authorization for County Judge, as authorized official, to sign application through electronic means under egrants as authorized official.

C. **AI-51241** 1. Approval of Interlocal Agreements for Shooting Range Use/Training between the Hidalgo County Sheriff's Office and
a. Texas Parks and Wildlife
b. Hidalgo County Fire Marshal

2. Authorization for County Judge, as authorized official, and County Sheriff to sign both agreements.

D. **AI-51225** Approval of Sheriff/Constable Fee Schedule for Year 2016.

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

A. **AI-51296** Approval of and authorization for County Judge to sign Certificate of County Judge of Hidalgo County, Texas relating to Education Revenue Bond Series 2015 of IDEA Public Schools

12. **Juvenile Probation - Buddy Silva:**

A. **AI-51285** Approval of Interlocal Agreement between McAllen Independent School District and Hidalgo County acting by and through its Juvenile Probation Department (catering services)

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

A. **AI-51203** Tax Office (1100) / Special Vehicle Inventory (1246):
1. Discussion, consideration, and approval of the following personnel action effective next full pay period, 09/21/2015:

Action	Slot#	Dept/ Program	Position Title	Budgeted Salary	Proposed Position Title
Title Change	0003	140-001	Manager, Tax Collection Section	$65,507.00	Property Tax Manager
				$2,800.00 (Auto Allowance)	
	0002	140-003		$3,000.00	

2. Approval to revise the salary schedule in accordance with Commissioner's Court action.

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

A. **AI-51182** 1. Requesting approval to accept the Title V Child Health FY 16 grant contract #2016-003931-00 in the amount of $32,833.00 for the period of 09/01/2015 to 08/31/2016.
2. Requesting approval for County Judge to e-sign the Title V Child Health grant contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $32,833.00.
4. Requesting approval of the budget appropriation.
5. Requesting approval of the salary schedule.

B. **AI-51185** 1. Requesting approval to accept the Title V Prenatal FY 16 grant contract #2016-003894-00 in the amount of $144,029.00 for the period of 08/31/2015 to 08/31/2016.
2. Requesting approval for County Judge to e-sign the Title V Prenatal grant contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $144,029.00.
4. Requesting approval of the budget appropriation.
5. Requesting approval of the salary schedule.

C. **AI-51281** Pursuant to Chapter 121 Local Public Health Reorganization Act; Sec.121.006, requesting approval of the Full-Pay Schedule of Fees to be effective 09/15/2015.

D. **AI-51283** Pursuant to Texas Local Government Code section 157.903, requesting approval of indemnification in the amount of $10.00 for a counterfeit $10.00 bill received at a county clinic.

E. **AI-51180** 1. Requesting approval to accept the Texas Healthy Communities grant contract #2016-003876-00 in the amount of $50,000.00 for the period of 10/01/2015 to 09/30/2016.
2. Requesting approval for County Judge to e-sign the Texas Healthy Communities 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 $50,000.00.
4. Requesting approval of the budget appropriation.

F. **AI-51287** Requesting approval to allow Hidalgo County Health & Human Services Dept. staff in partnership with Hidalgo County Emergency Management staff to host and provide training for local Amateur Radio Operators. The training will be held on October 10, 2015 at the Hidalgo County EOC and utilize the EOC's radio equipment and equipment brought by local Amateur Radio Operators.

G. **Health Care Funding District:**

1. **AI-51286** A. Consideration and approval to allow paying hospitals the option to pay FY 2016 Mandatory Payment in full by September 25, 2015 in order to satisfy State funding IGT requirements set by HHSC.
B. Consideration and approval for the Hidalgo County Tax Accessor/Collector to collect the mandatory payment and transfer funds to the County Treasurers Office.

2. 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. **Fire Marshal's Office - Juan Martinez:**

A. **AI-51224** 1. Discussion, Consideration and Action regarding acceptance of (Auxiliary) Deputy Fire Marshal(s) / Fire Investigators for appointment by the Fire Marshals to State Licensing Commission (Certification): Under Authority of LGC 352.011 Section A (Assistants).

2. Appointment of Auxiliary (Assistant) Members:
a. Wesley Bradley
b. Homer Garza
c. Ricardo Salinas
d. Bryan Medina
e. Charlie Falcon
f. Randy Alvarez

16. Urban County - Diana Serna:

A. AI-50960 Public Hearing to consider public comments on the County of Hidalgo Urban County Program's Consolidated Annual Performance and Evaluation Report (CAPER) prior to submission to the U.S. Department of Housing and Urban Development.

B. AI-51320 1. Hidalgo County Precinct No. 3 requests approval from Hidalgo County Commissioners' Court to enter into an Interlocal Cooperation Agreement with the City of La Joya in the amount of $396,004.93 for the overlaying of streets utilizing FY 25, 26 & 28 (2012, 2013 & 2015) UCP Street Improvements funding.

2. Requesting authorization for Hidalgo County Judge to sign the required documents.

C. AI-51206 Urban County CDBG / TxCDBG Disaster Recovery (1288):
1. Approval to transfer the following employees from TxCDBG Disaster Recovery (1288-463-00-250-006-1) to Urban County CDBG (1288-463-00-250-001-6) effective next full pay period, 09/21/2015:

Employee #	Current Dept/Prog/Slot #	Position Title	Current Budgeted Salary	Proposed Dept/Prog/Slot#	Proposed Position Title	Proposed Budgeted Salary
090557	(250-006) 0001	UCP Coordinator I	$38,222.00	(250-001) 0011	UCP Coordinator I	$38,222.00
137723	(250-006) 0002	UCP Coordinator I	$38,222.00	(250-001) 0022	UCP Coordinator I	$38,222.00

2. Approval to revise the salary schedule(s) in accordance with Commissioners Court action.

D. AI-51084 Requesting approval for a six (6) month extension to the FY 2008 and FY 2012 Community Housing Development Organization (CHDO) Agreement between the Urban County Program and Proyecto Azteca

E. AI-51085 Requesting authority for Hidalgo County Urban County Program to migrate our existing accounting software Fundware (Blackbaud) to the Financial Edge software which is a web-based solution developed, sold and supported by Blackbaud. The Financial Edge utilizes the current market standard and readily supported technologies, and Fundware software will no longer be upgraded. Blackbaud is the sole owner of any and all intellectual property related to the software program listed above and is the sole provider for related training and consulting services. Total data conversion cost including training and implementation is $17,495.00 and the annual subscription fee for each three (3) period is $3,992.20.

F. AI-51200 Urban County Program on behalf of the City of Palmview is requesting approval of a best and final negotiated contract for Professional Appraisal Services with Leonel Garza Jr. and Associates in the amount of $9,000.00 utilizing CDBG FY 26 (2013) Street Improvements funds for La Homa Road/Bridge Project.

G. **AI-51207** The Urban County Program on behalf of the City of Palmview is requesting approval of a best and final negotiated contract for Professional Appraisal Review Services with HLH Appraisal Services in the amount of $1,800.00 utilizing CDBG FY 26 (2013) Street Improvement funds for La Homa Road/ Bridge Project.

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

A. **AI-51221** Approval of Full Contract for Election Services between Hidalgo County and the Valley View Independent School District for their special election to be held on September 11, 2015.

18. **Head Start Program - Teresa Flores:**

A. **AI-51170** Discussion, Approval of the 2015-2016 Training and Technical Assistance (T/TA) Plan

B. **AI-51168** Discussion, Approval and Appointment of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning October 2015

C. **AI-51169** Discussion, Approval to Submit the Following 2016 Budget Applications:
a. Department of Health and Human Services (DHHS)
b. Texas Department of Agricultural (TDA)

D. **AI-51173** Discussion, Approval to Renew the Interlocal Agreement with the South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food Commodities, Uniforms, Supplies and Services

E. **AI-51172** Discussion/Approval to Amend Memorandum of Understanding between Hidalgo County Head Start Program and Weslaco Independent School District

F. **AI-51171** Discussion, Approval of the 2014-2015 Program Information Report (PIR)

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

A. **AI-51273** Proclamation declaring September 25, 2015 as National Day of Remembrance for Murder Victims and supporting the candlelight vigil that will be held from 6 to 9 p.m. that evening at the Pepe Salinas Memorial Civic Center in Pharr.

B. **AI-51308** Requesting authorization for title reports, appraisals, surveys metes & bounds and acquisition of land for Pct 2 Lopezville Park Expansion.

C. **AI-51342** CO2014 - Pct. 2 (1345)
Approval of 2015 appropriation of funds in the amount of $358,339.00 to drainage and park project expenditures.

20. **Precinct #3 - Comm. Flores:**

A. **AI-51055** Requesting approval to abandon H.C.I.D #16 irrigation pipeline on 7 1/4 Mile North Iowa Road.

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

A. **AI-51105** Second Public Hearing to discuss proposed 2015 Tax Rate. (Adoption of the 2015 Tax Rate will be held on September 29, 2015 at 9:30 a.m. in the Hidalgo County Old Administration Building, 100 E. Cano, Edinburg, Texas.)

B. **AI-51331** Approval of cost of issuance budget for Certificates of Obligation, Series 2015-A, Limited Tax Refunding Bonds, Series 2015-B and for Limited Tax Refunding Bonds, Taxable Series 2015-C.

C. **AI-51332** Consider and approve an order authorizing issuance, sale and delivery of Hidalgo County, Texas Certificates of Obligation, Series 2015A; payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law and a limited pledge (never to exceed $1000) from the surplus net revenues from the operation of the county's parks as authorized pursuant to chapter 320, local government code; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; authorizing the use of an official statement to be used in connection with the sale of the certificates; and making other provisions regarding such certificates and matters incident thereto.

D. **AI-51349** Title IV-E Child Welfare Services (1100):
1. Approval of the revised Title IV-E Child Welfare Services Grant Budget (Contract #23941009) for October 1, 2015 - September 30, 2016.
2. Approval for County Judge to sign required documents.

E. **AI-51068** 1. Discussion, consideration and action to enter into The Texas VINE Annual Maintenance Grant Contract - fiscal year 2016 with the Office of the Attorney General of Texas and authorization for County Judge to sign the required documents.
2. Approval of Certification of Revenues as certified by the County Auditor for the Texas VINE Annual Maintenance Grant.
3. Approval of appropriation of funds for the Texas VINE Program in the amount of $27,715.32.
4. Discussion, consideration and action to enter into a Service Agreement Renewal between Appriss and Hidalgo County for the period of September 1, 2015 to August 31, 2016 in the amount of $27,715.32 and authorization for County Judge to sign the required documents.

F. **AI-51240** Requesting approval to complete and submit credit application to Matheson Tri-Gas, Inc. in order to purchase Welding supplies and other misc. items from vendor with authority for County Judge to sign credit application.

G. **AI-51255** FY 2015 JAG Grant (1282):
1. Approval to accept the FY 15 Edward Byrne Memorial Justice Assistance Grant award (JAG) in the amount of $37,085.00.
2. Approval of Certification of Revenues by the County Auditor for the FY 15 Edward Byrne Memorial Justice Assistance Grant award (JAG).
3. Approval of 2015 appropriation of funds for the FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $37,085.00 (1282).
4. Approval of Salary Schedule.

H. **AI-51298** Discussion, consideration and approval to fund Juvenile Department Room and Board expenditures in the amount of $364,479.12 and authorization to process payment for July invoices.

I. **Budget Appropriations:**

1. **AI-51050** Const Pct4 CCP59 (1231):
Approval of 2015 appropriation of funds for Const Pct4 CCP59 in the amount of $5,000.00 to fund general supplies.

2. **AI-51184** Elections Department - Elections Contracts (1100):
Approval of 2015 appropriation of funds in the amount of $255,301.34 to fund various operating expenditures.

22. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **AI-51004** Presentation of responsible vendor submitting the lowest and best bid [as detailed in tabulation sheet contained herein] while also meeting all specifications and/or requirements for the purpose of award and approval of contract document for Request for Bid titled: Hidalgo County Purchase of Sand and Bedding Material" on an as needed basis [by all funding sources for elected offices, departments, programs &/or agencies] through project No.: 2015-210-08-12-SGS.

B. **Fire Marshal:**

1. **AI-51162** 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; (A) items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies (see attached patent information).

   B. Approval of a "Sole Source Declaration" for "BullEx, Inc." for the purchase of BullsEye Digital Fire Extinguisher Training Kit; including any present & future accessories & supplies, support service, and maintenance to be used by Hidalgo County Fire Marshall and other related Hidalgo County Emergency Response Agencies (all funding sources) with said declaration to remain in effect while declaration is in place or until revoked by HCCC.

C. Executive Officer

1. **AI-51345** Acceptance and approval of "First Amendment" to the Software License & Service Agreement with Destiny Software, Inc. to reflect termination date of September 30, 2017.

D. County Judge's Office

1. **AI-51284** A. Award to secondary (Ceres Environmental Services) and tertiary (Phillips & Jordan Incorporated) vendors including approval of final negotiated agreements [as ranked by CC on 06-23-15] for pre-positioned services to the following which include the following "term" provisions:

   B. Term of contracts:
   1. Initial term of contacts-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, 2108 through December 31, 2018
   [as these are the current terms of award through H-GAC}.

E. Pct. 1

1. **AI-51322** Presentation of the responsible vendor submitting the lowest and best sealed quote/bid [attached herein] for the purchase of 1.5 ton Double Drum Roller (Wacker) in the amount of $13,007.14 from United Rental.

2. **AI-51262** A. Clarification purposes to include "Construction Materials Testing Services" [in addition to captioned & approved Geo-Technical Services by CC - 09/01/15-AI#50964] with the number one ranked firm as selected through County's protocol from the "POOL" of Engineering;
   B. Acceptance and approval of a professional services agreement with **"Millennium Engineers Group, Inc.", Contract #C-15-319-09-29** for the provision of **"Construction Materials Testing and Geo-Technical Services"** [on-call on an as needed basis] for projects located within Hidalgo County Precinct One as approved for negotiations by CC on 09/01/15 through County's protocol from the "POOL" of Engineering.

F. Pct. 2

1. **AI-51347** Acceptance and approval to execute the final form of AIA Agreement with Sam Gracia Architects, (as approved for negotiation on CC 4/14/15) in connection with the"Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades," subject to legal final review.

2. **AI-51348** Acceptance and approval to execute the final form of AIA Agreement with The Warren Group Architects, Inc., (as approved for negotiation on CC 4/14/15) in connection with the"Construction of a County Wide Service Shop," and subject to legal final review.

3. **AI-51288** Requesting approval of Supplemental Agreement No. 7 with R. Gutierrez Engineering Corporation, Contract C-07-358-09-04 resulting in an estimated cost increase of $30,873.00 for services under Work Authorization No. 12 for the Pct 2 South Fork Drainage Project.

4. **AI-51309** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

   B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Pct No.2 Eldora Road (Jackson-I Rd) Project.

Evaluation	L&G Engineering	B2Z Engineering	South Texas Infrastructure Group, LLC
Score	97	96	93
Ranking			

   C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for professional architect services for Pct No.2 Eldora Road (Jackson-I Rd) Project

G. Pct. 3

1. **AI-51368** Approval of a professional engineering services contract/agreement for the provision of general engineering services for, **"Road & Bridge Projects, Drainage Improvements Projects and All Other Related Projects"** for **Precinct No. 3**," with **Javier Hinojosa Engineering,** commencing**, September 15, 2015.**

H. Pct. 4

1. **AI-51188** **a**. Requesting approval of a professional engineering services agreement with **L&G CONSULTING ENGINEERS, INC.** d/b/a **L&G ENGINEERING** for the purposes of **(on call**)-"**GEO TECHNICA**L and **CONSTRUCTION MATERIALS TESTING SERVICES**" for projects located within **HIDALGO COUNTY PRECINCT NO. 4;**

   b. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

   c. 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 surveying services for (Job Specific) "Surveying Services of County Owned Portion at Hillcrest Memorial Cemetery" within Hidalgo County Precinct No. 4:

Firm	Aranda & Associates,	Rio Delta	CVQ Land Surveyors,

	Inc.	Engineering	LLC
Score by Evaluator 1	93	90	88
Ranking by HCCC			

d. Authority for the Purchasing Department to negotiate a professional surveying services agreement for (a job specific) "Surveying Services of County Owned Portion at Hillcrest Memorial Cemetery" within Hidalgo County Precinct No. 4. commencing with the No. 1 ranked firm of: _____ for Hidalgo County Precinct No. 4.

I. IT Department:

1. **AI-51279 Information Technology Department:**
Requesting authority to continue 2nd of 3yr maintenance agreement term for the original purchase of hardware, software thru PO 713286 issued on 08/18/2014 thru SHI Government Solutions thru our membership/participation with DIR-SDD 2503 in the amount of $38,516.10 thru requisition 282859.

J. Facilities Management:

1. **AI-51242** A. Acceptance and approval of Invoice from SOS Emergency Oxygen Inhalators for [2] cylinders for a period of 9 months in the amount of $450.00 with authority to process a requisition for a PO for the remaining 90 days expiring 12-10-15;

   B. Action for HCCC to either:
   1. Renew the rental of two [2] oxygen cylinders for additional year; OR, IN THE ALTERNATIVE,
   2. Allow current rental to expire December 10, 2015 and return same to vendor.

2. **AI-51358** a. Pursuant to Article 14 of Contract #C-14-100-04-29 (PO#725567), with project engineer, Halff Associates, Inc., a request for approval by engineer, to permit the subcontracting of: Celso Gonzalez, Jr., R.A.S. d/b/a Celso Gonzalez Construction, Inc., for TAS/ADA Services for Work Authorization No. 1 for Mechanical and Electrical Design Services for Space Pressure Control for the County Autopsy Facility.

   b. Acceptance and approval of Invoice# M201555 in the amount of $1,857.99 for processing and payment as submitted by HALFF ASSOCIATES, INC., in connection to "on call" Contract #C-14-100-04-29 under (WA#1-PO#-725567) for project: Facilities Management -"Mechanical and Electrical Design Services for Space Pressure Control" for the County Autopsy Facility.

K. Budget & Management

1. **AI-51194** Approval of "First Amendment" to Letter of Engagement (Agreement) C-14-134-06-30 with Estrada Hinojosa Company in connection to RFP 2014-134-Financial Advisory Services in orde to clarify the fees as shown on Appendix A of current agreement and replace with the revised adjusted "Attahment "A" - Appendix "A".

L. **Sheriff's Office**

1. **AI-51280** Presentation of the responsible vendor submitting the lowest and best bid [and meeting all specifications and/or requirements] for the purpose of award and approval of contract for Request for Sealed Quotes titled: Hidalgo County (all funding sources) - "Purchase of Straw Hats" through project No. 2015-282-09-08-SGS but in no event to exceed $50K sealed bid threshold.

2. **AI-51256** 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 "Hawk Analytics, Inc." for the purchase of CellHawk ; 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 Hidalgo County Commissioners Court;

C. Approval for HCSO to purchase CellHawk (includes use of the Application; all software upgrades & maintenance; and unlimited technical support provided via phone and/or email) through assigned requisition #282194 in the amount of $4,995.00;

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

3. **AI-51248** A. Authority to declare surplus weaponry [18 service handguns] detailed in supporting documentation contained herein for the purpose of trade-in so as to complete the transaction and purchase the new weaponry through HC membership/participation through TASB Buyboard contract #432-13 awarded vendor, G.T. Distributors, Inc.-PO#730885 [with neither delivery of items nor release of used items until HCCC approval of this agenda item];

B. Request removal of said weaponry from HCSO fixed asset inventory so as to use for the purchase of new weaponry;

23. **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-51178** Civil Action No. 7:15-cv-43; Daniel Enrique Cantu v. County of Hidalgo Sheriff's Department

D. **AI-51215** Claim of Arlet Suarez

E. **AI-51217** Claim of Ernesto Luna

F. **AI-51245** Claim of Jose P. Luna

G. **AI-51328** Claim of Feliciano Cano

H. **AI-51312** Claim of Gabriela Ventura

24. 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

25. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-51179** Civil Action No. 7:15-cv-43; Daniel Enrique Cantu v. County of Hidalgo Sheriff's Department

D. **AI-51216** Claim of Arlet Suarez

E. **AI-51218** Claim of Ernesto Luna

F. **AI-51246** Claim of Jose P. Luna

G. **AI-51329** Claim of Feliciano Cano

H. **AI-51315** Claim of Gabriela Ventura

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

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

28. **Adjourn**

AI-51364 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Julia Sullivan, COUNTY JUDGE **Submitted By:** Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Proclamation declaring September 2015 as Childhood Cancer Prevention & Awareness Month.

BACKGROUND

Fiscal Impact

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/11/2015 04:14 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Sandra Deleon		Started On: 09/11/2015 03:41 PM
Final Approval Date: 09/11/2015		

PROCLAMATION DECLARING SEPTEMBER 2015
NATIONAL PEDIATRIC CANCER AWARENESS MONTH

WHEREAS, each year, pediatric cancer interrupts the childhood and limits the potential of thousands of young Americans. It is estimated that almost 16,000 of our daughters and sons under the age of 20 will be diagnosed with cancer this year, and it remains the leading cause of disease-related death for children; and

WHEREAS, during National Pediatric Cancer Awareness Month, our nation comes together to remember all those whose lives were cut short by pediatric cancer, to recognize the loved ones who know too well the pain it causes, and to support every child and every family battling cancer each day; and

WHEREAS, Doctors Hospital at Renaissance is dedicated to combating this devastation and joins with the researchers, health care providers, and advocates as we work toward a tomorrow where all children are able to pursue their full measure of happiness without the burden of cancer; and

WHEREAS, critical research has led to real progress in the fight against pediatric cancer. Improvements in treatment and increased participation in clinical trials have helped decrease mortality rates for many types of childhood cancer by more than 50 percent over the past 30 years. The gains remind us of the importance of supporting scientific advances, and give us hope for a future free from cancer in all its forms.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby proclaim September 2015 as National Pediatric Cancer Awareness Month.

Approved this 15th day of September 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-51272 **County Judge's Office** **6. B.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Julia Sullivan, COUNTY JUDGE **Submitted By:** Julia Sullivan, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Resolution in Support of the McAllen Kids Marathon which kicks off on Saturday, September 26 at the McAllen Sports Complex.

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/09/2015 09:48 AM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Julia Sullivan		Started On: 09/08/2015 04:15 PM
Final Approval Date: 09/11/2015		

RESOLUTION IN SUPPORT OF THE MCALLEN KIDS MARATHON

WHEREAS, the Monitor has joined with the City of McAllen, McAllen Independent School District and United Healthcare to promote healthy children; and

WHEREAS, encouraging children to be active establishes a routine that could stay with them throughout their lifetimes; and

WHEREAS, some of the benefits of physical activity for children include: improved cardiovascular fitness, maintaining a healthy weight, improved posture, better sleep, increased self-esteem and confidence, improved concentration, stronger bones and muscles, increased flexibility, and opportunities to make friends and enhance social skills; and

WHEREAS, the model for the McAllen Kids Marathon promotes physical activity throughout the fall. All children are invited to the free kickoff and to run the first mile together at 8 a.m. on Saturday, September 26 at the McAllen Sports Complex. Children then can log their miles by running or walking in PE class or at home. The children will come together once again on Saturday, December 12 to run the final mile together and receive participation medals; and

WHEREAS, during the inaugural McAllen Kids Marathon in 2014, 5,500 children and families attended the kickoff and about 500 children completed the marathon to receive medals. Sponsors and organizers hope to increase the turnout and completion numbers this year; and

WHEREAS, the goal is to promote physical fitness and a sense of accomplishment among youth by providing an opportunity for them to do something physically monumental as to complete a 26.2 mile marathon.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby support efforts to promote healthy children through the McAllen Kids Marathon that will be completed over the next 11 weeks beginning with a kick-off 1 mile walk/run on Saturday, September 26, 2015.

Approved this 15th day of September 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-50985 **District Attorney** **7. A.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Approval to process the following invoice for membership dues from Texas District and County Attorneys Association as claims with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Invoice Date	Invoice No.	Amount
6/1/2015	43172	75.00
6/1/2015	16635	60.00
6/1/2015	44647	50.00
1/1/2015	9094	60.00
1/1/2015	8262	60.00

BACKGROUND

Purchase Order was not in place at the time invoices for membership dues were received at the District Attorney's Office.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-00-080-002-0-810

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

BUDGETARY IMPACT:

Funds available as of 8-20-15.

Attachments

TDCAA INVOICES

invoices

AFF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/19/2015 01:18 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Ramiro Sendejo Started On: 08/19/2015 11:11 AM
Final Approval Date: 09/11/2015

TEXAS DISTRICT and COUNTY ATTORNEYS ASSOCIATION
505 W. 12th St., Suite 100 Austin, TX 78701
Phone: 512/474-2436 Fax: 512/478-4112
http://www.tdcaa.com

Hidalgo

Cynthia Sepulveda
Crim. District Attorney's Office
100 N. Closner Blvd., Rm. 303
Edinburg, TX 78539-3563

PAST DATE DUE	6/1/2015
6/2015 - 6/2016	$ 50.00
Member ID No. 44647	$
TOTAL	$

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

SECOND NOTICE – PLEASE PAY PROMPTLY

Please do not staple check to payment stub

TDCAA MEMBERSHIP DUES FOR CYNTHIA SEPULVEDA
IN THE AMOUNT OF $50.00 FOR THE PERIOD OF 6/2015 - 6/2016

MARK YOUR CALENDARS!!!

September 23 - 25, 2015	Annual Criminal & Civil Law Update	Corpus Christi
November 4 - 6, 2015	Key Personnel & VAC Seminar	Galveston
December 2 - 4, 2015	Elected Prosecutor Conference	San Antonio
January 10 - 15, 2016	Prosecutor Trial Skills Course	Austin
February 8 - 12, 2016	Investigator School	San Antonio

***Plus*: Regional & in-house courses near you & updated DWI Regional Trainings with Clay Abbott throughout the year.**

For more information on these courses, please call 512-474-2436 or see www.tdcaa.com/training.

TEXAS DISTRICT and COUNTY ATTORNEYS ASSOCIATION
505 W. 12th St., Suite 100 Austin, TX 78701
Phone: 512/474-2436 Fax: 512/478-4112
http://www.tdcaa.com

Hidalgo

Orlando Javier Esquivel
Asst. Criminal District Attorney
100 N. Closner Blvd., Rm. 303
Edinburg, TX 78539-3563

PAST DATE DUE	6/1/2015
6/2015 - 6/2016	$ 60.00
Member ID No. 16635	$
TOTAL	$

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

SECOND NOTICE – PLEASE PAY PROMPTLY

Please do not staple check to payment stub

TDCAA MEMBERSHIP DUES FOR ORLANDO JAVIER ESQUIVEL
IN THE AMOUNT OF $60.00 FOR THE PERIOD OF 6/2015 - 6/2016

MARK YOUR CALENDARS!!!

September 23 - 25, 2015	Annual Criminal & Civil Law Update	Corpus Christi
November 4 - 6, 2015	Key Personnel & VAC Seminar	Galveston
December 2 - 4, 2015	Elected Prosecutor Conference	San Antonio
January 10 - 15, 2016	Prosecutor Trial Skills Course	Austin
February 8 - 12, 2016	Investigator School	San Antonio

***Plus*: Regional & in-house courses near you & updated DWI Regional Trainings with Clay Abbott throughout the year.**

For more information on these courses, please call 512-474-2436 or see www.tdcaa.com/training.

TEXAS DISTRICT and COUNTY ATTORNEYS ASSOCIATION
505 W. 12th St., Suite 100 Austin, TX 78701
Phone: 512/474-2436 Fax: 512/478-4112
http://www.tdcaa.com

Hidalgo

Judge Ricardo Rodriguez
Criminal District Attorney
100 N. Closner Blvd., Rm. 303
Edinburg, TX 78539-3563

PAST DATE DUE	6/1/2015
6/2015 - 6/2016	$ 75.00
Member ID No. 43172	$
TOTAL	$

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

SECOND NOTICE – PLEASE PAY PROMPTLY

Please do not staple check to payment stub

TDCAA MEMBERSHIP DUES FOR JUDGE RICARDO RODRIGUEZ
IN THE AMOUNT OF $75.00 FOR THE PERIOD OF 6/2015 - 6/2016

MARK YOUR CALENDARS!!!

September 23 - 25, 2015	Annual Criminal & Civil Law Update	Corpus Christi
November 4 - 6, 2015	Key Personnel & VAC Seminar	Galveston
December 2 - 4, 2015	Elected Prosecutor Conference	San Antonio
January 10 - 15, 2016	Prosecutor Trial Skills Course	Austin
February 8 - 12, 2016	Investigator School	San Antonio

***Plus*: Regional & in-house courses near you & updated DWI Regional Trainings with Clay Abbott throughout the year.**

For more information on these courses, please call 512-474-2436 or see www.tdcaa.com/training.

INVOICE RECEIVED BY: _____ ON _____
GOODS/SERVICES RECEIVED BY: _____ ON _____

Hidalgo **1/1/2015**

60.00

1/2015 - 1/2016

Member ID No. 9094

Patrick Kelley McCormick
Asst. Criminal District Attorney
100 N. Closner Blvd., Rm. 303
Edinburg, TX 78539-3563

Please do not staple check to payment stub

TDCAA MEMBERSHIP DUES FOR PATRICK KELLEY MCCORMICK

IN THE AMOUNT OF $60.00 FOR THE PERIOD OF 1/2015 - 1/2016

Hidalgo **1/1/2015**

60.00

1/2015 - 1/2016

Ann Murray Moore
Asst. Criminal District Attorney
100 N. Closner Blvd., Rm. 303
Edinburg, TX 78539-3563

Member ID No. 8262

Please do not staple check to payment stub

TDCAA MEMBERSHIP DUES FOR ANN MURRAY MOORE

IN THE AMOUNT OF $60.00 FOR THE PERIOD OF 1/2015 - 1/2016

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Ann Murray Moore, do hereby state that membership in the Texas District and County Attorneys Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☐ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
- ☐ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that NOT APPLICABLE is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 9-3-15
TITLE: Criminal District Attorney

Before me ~~Ann Murray Moore~~ Cynthia Ann Sepulveda-cas, a Notary Public, appeared Ann Murray Moore, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

Cynthia Ann Sepulveda
Notary Public, State of Texas
My Commission Expires:
March 17, 2019

Cynthia A. Sepulveda
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Patrick Kelley McCormick, do hereby state that membership in the Texas District and County Attorneys Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☑ To obtain statutorily required continuing professional education.
- ☑ To obtain continuing education necessary to maintain a license or certification.
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  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that NOT APPLICABLE is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Patrick Kelley McCormick DATE: 9/3/15
TITLE: Criminal District Attorney

Before me ~~Patrick Kelley McCormick~~ Cynthia Ann Sepulveda, a Notary Public, appeared ~~Cynthia Ann Sepulveda~~ Patrick Kelley McCormick, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

Cynthia Ann Sepulveda
Notary Public, State of Texas
My Commission Expires:
March 17, 2019

Cynthia A. Sepulveda
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Orlando Javier Esquivel, do hereby state that membership in the Texas District and County Attorneys Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☐ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
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  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that NOT APPLICABLE is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 6/03/15
TITLE: Criminal District Attorney

Before me Clariza Ramos, a Notary Public, appeared Orlando J. Esquivel, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) Clariza Ramos
Notary Public, State of Texas
My Commission Expires:
March 17, 2018

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Ricardo Rodriguez, do hereby state that membership in the Texas District and County Attorneys Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☐ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
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  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that NOT APPLICABLE is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 08-13-2015
TITLE: Criminal District Attorney

Before me Clariza Ramos, a Notary Public, appeared Ricardo Rodriguez, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)
Clariza Ramos
Notary Public, State of Texas
My Commission Expires:
March 17, 2018

C Ramos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Cynthia Sepulveda, do hereby state that membership in the Texas District and County Attorneys Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☐ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
- ☐ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
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  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that NOT APPLICABLE is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Cynthia A. Sepulveda DATE: 08/13/2015
TITLE: Executive Assistant II

Before me Clariza Ramos, a Notary Public, appeared Cynthia A. Sepulveda, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L) Clariza Ramos
Notary Public, State of Texas
My Commission Expires:
March 17, 2018

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Charles Eric Trevino, do hereby state that membership in the Texas District and County Attorneys Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☐ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
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  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that NOT APPLICABLE is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 8/20/15
TITLE: Criminal District Attorney Investigator

Before me Sonya I. Lopez, a Notary Public, appeared Charles E. Trevino, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

Sonya I. Lopez
Notary Public, State of Texas
My Commission Expires:
June 15, 2019

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Krystine Ramon, do hereby state that membership in the Texas District and County Attorneys Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☑ To obtain statutorily required continuing professional education.
- ☑ To obtain continuing education necessary to maintain a license or certification.
- ☑ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
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  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that NOT APPLICABLE is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 8/13/15
TITLE: Assistant Criminal District Attorney

Before me Clariza Ramos, a Notary Public, appeared Krystine Ramon, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

Clariza Ramos
Notary Public, State of Texas
My Commission Expires:
March 17, 2018

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Thomas Louis Velez, do hereby state that membership in the Texas District and County Attorneys Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☐ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
- ☐ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
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  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that NOT APPLICABLE is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 8/13/15
TITLE: Assistant Criminal District Attorney

Before me Clariza Ramos, a Notary Public, appeared Thomas L. Velez, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) Clariza Ramos
Notary Public, State of Texas
My Commission Expires:
March 17, 2018

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Juan Villescas, do hereby state that membership in the Texas District and County Attorneys Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☐ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
- ☐ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that NOT APPLICABLE is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 8-12-15
TITLE: Assistant Criminal District Attorney

Before me Clariza Ramos, a Notary Public, appeared Juan Villescas, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) Clariza Ramos
Notary Public, State of Texas
My Commission Expires:
March 17, 2018

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Maxine L. Nash, do hereby state that membership in the Texas District and County Attorneys Association, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☐ To obtain statutorily required continuing professional education.
- ☐ To obtain continuing education necessary to maintain a license or certification.
- ☐ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that NOT APPLICABLE is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: August 13, 2015
TITLE: Assistant Criminal District Attorney

Before me Clariza Ramos, a Notary Public, appeared Maxine L. Nash, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

Clariza Ramos
Notary Public, State of Texas
My Commission Expires:
March 17, 2018

C Ramos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

AI-51327 **District Attorney** **7. B.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA-Border Prosecution Unit Grant (BPU) (1281):
Approval of Resolution for the Border Prosecution Unit Grant to designate County Judge as the grantee's authorized official and to sign documents

BACKGROUND

Approval to apply was approved by Commissioners' Court on August 18, 2015, Agenda Item #AI-50783 CC-Regular.

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 is 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

Attachments

RESOLUTION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/11/2015 09:45 AM
Manuel Chapa	Manuel Chapa	09/11/2015 04:12 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Ramiro Sendejo		Started On: 09/11/2015 09:14 AM
Final Approval Date: 09/11/2015		

Resolution

Whereas, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County, that the Border Prosecution Unit be operated from September 1, 2015 through August 31, 2016.

Whereas, The Hidalgo County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, for the Border Prosecution Unit Grant, the Hidalgo County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full.

Whereas, The Hidalgo County Commissioners' Court designates the Hidalgo County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THERFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves submission of the grant application, with no cash match required by Hidalgo County, for the Border Prosecution Unit to the Office of the Governor, Criminal Justice Division.

Signed by: _____ **Date: _____**

Ramon Garcia
County Judge
Hidalgo County

Grant Number: 2537805

AI-51357 **Tax Office** **8. A.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Edgar Jaramillo, TAX OFFICE

Submitted By: Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Presentation of the annual collections report

BACKGROUND

Fiscal Impact

Attachments

GHD Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/11/2015 04:53 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Edgar Jaramillo Started On: 09/11/2015 03:17 PM

Final Approval Date: 09/11/2015

HIDALGO COUNTY
ANNUAL TAX COLLECTION REPORT

JULY 01, 2014 THRU JUNE 30, 2015

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PART 2 ROADS/STATE ANNUAL TAX COLLECTIONS REPORT
PART 3 CURRENT/DELINQUENT COLLECTIONS REPORT
PART 4 RECAP REPORT
PART 5 REMITTANCES

PABLO “PAUL” VILLARREAL JR.
TAX ASSESSOR/COLLECTOR
2804 S. BUS. HWY 281
EDINBURG, TEXAS 78539

PART 1

COUNTY ANNUAL TAX COLLECTIONS REPORT

PABLO "PAUL" VILLARREAL JR., TAX ASSR & COLL
HIDALGO COUNTY ANNUAL TAX REPORT
JULY 01, 2014 THRU JUNE 30, 2015

TAX COLLECTIONS	BASE	PEN & INT	ATTY FEE	
CURRENT	159,097,400.84	1,657,587.56	58,162.04	
DELINQUENT	10,502,069.26	4,346,982.26	2,039,493.39	
ROLLBACK	577,919.35	16,348.99	5,236.17	
TOTALS	170,177,389.45	6,020,918.81	2,102,891.60	
				178,301,199.86
TAX CERTIFICATES			6,510.00	
MISCELLANEOUS			27,961.00	
NSF CHARGE FEES			16,185.80	
SI FINES/FEES			92,651.38	
HOSPITAL DISTRICT FUNDING			43,312,477.65	
OTHER REVENUE TOTALS				43,455,785.83
TOTAL COLLECTED 2014-2015 HIDALGO COUNTY				**221,756,985.69**

DISBURSEMENTS			
ATTORNEY FEES	2,102,891.60		
HCAD RENDITON PENALTY FEE	9,160.39		
CURRENT YEAR REFUNDS	(205,625.37)		
PRIOR YEAR REFUNDS	(328,341.39)		
TOTAL REFUNDS NETTED FROM TAX COLLECTIONS	(533,966.76)		
RECAP			
TOTAL CURRENT/DELINQUENT/ROLLBACK BASE	170,177,389.45		
TOTAL PENALTY & INTEREST	6,020,918.81		
TOTAL TAX COLLECTIONS	176,198,308.26		
TOTAL ATTORNEY FEES	2,102,891.60		
OTHER REVENUE TOTALS	43,455,785.83		
TOTAL	221,223,018.93		
LESS REFUNDS DISBURSED THRU FISCAL YEAR	(533,966.76)		
TOTAL COLLECTED 2014/2015	221,756,985.69		
LESS ATTY FEES & HCAD REND. PENALTY FEE	2,112,051.99		
TOTAL REVENUE DISBURSED TO HIDALGO COUNTY			**219,644,933.70**
TOTAL DISBURSED 2014-2015 HIDALGO COUNTY			**221,756,985.69**
		DIFF.	-

AFFIDAVIT

I, PABLO "PAUL" VILLARREAL JR., TAX ASSESSOR-COLLECTOR OF TAXES FOR HIDALGO COUNTY DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE FISCAL YEAR ENDING 2014-2015 IS CORRECT.

Pablo (Paul) Villarreal Jr.

ASSESSOR- COLLECTOR OF TAXES FOR HIDALGO COUNTY, TEXAS

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 19TH DAY OF AUGUST 2015

Jose E. Jaramillo

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

JOSE E JARAMILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-10-2016

TC298-D SELECTION: SYSTEM DEPOSIT DISTRIBUTION EXCLUDES AG ROLLBACK

RECEIPT DATE: ALL FROM: 07/01/2014 THRU 06/30/2015

JURISDICTION: 0001 HIDALGO COUNTY

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2014	M & O	.530800	143,133,730.80	.00	1,491,266.07	3,334,141.66-	141,290,855.21	58,162.04	.00	.00	144,683,158.91
	I & S	.059200	15,963,670.04	.00	166,321.49	371,855.63-	15,758,135.90	.00	.00	.00	16,129,991.53
	TOTAL	.590000	159,097,400.84	.00	1,657,587.56	3,705,997.29-	157,048,991.11	58,162.04	.00	.00	160,813,150.44
2013	M & O	.520800	4,905,651.05	.00	1,038,839.98	41,307.61-	5,903,183.42	881,341.35	.00	.00	6,825,832.38
	I & S	.069200	651,825.85	.00	138,033.87	5,488.82-	784,370.90	.00	.00	.00	789,859.72
	TOTAL	.590000	5,557,476.90	.00	1,176,873.85	46,796.43-	6,687,554.32	881,341.35	.00	.00	7,615,692.10
2012	M & O	.523500	1,493,537.12	.00	516,944.85	92,549.78-	1,917,932.19	325,099.30	.00	.00	2,335,581.27
	I & S	.066500	189,722.96	.00	65,667.30	11,756.59-	243,633.67	.00	.00	.00	255,390.26
	TOTAL	.590000	1,683,260.08	.00	582,612.15	104,306.37-	2,161,565.86	325,099.30	.00	.00	2,590,971.53
2011	M & O	.522500	781,070.76	.00	361,025.86	6,632.10-	1,135,464.52	184,131.16	.00	.00	1,326,227.78
	I & S	.067500	100,903.65	.00	46,639.33	856.82-	146,686.16	.00	.00	.00	147,542.98
	TOTAL	.590000	881,974.41	.00	407,665.19	7,488.92-	1,282,150.68	184,131.16	.00	.00	1,473,770.76
2010	M & O	.510700	559,905.41	.00	325,482.25	2,777.01-	882,610.65	146,823.33	.00	.00	1,032,210.99
	I & S	.079300	86,940.29	.00	50,539.76	431.20-	137,048.85	.00	.00	.00	137,480.05
	TOTAL	.590000	646,845.70	.00	376,022.01	3,208.21-	1,019,659.50	146,823.33	.00	.00	1,169,691.04
2009	M & O	.512700	411,365.39	.00	285,879.80	1,430.73-	695,814.46	114,363.62	.00	.00	811,608.81
	I & S	.077300	62,021.50	.00	43,102.34	215.69-	104,908.15	.00	.00	.00	105,123.84
	TOTAL	.590000	473,386.89	.00	328,982.14	1,646.42-	800,722.61	114,363.62	.00	.00	916,732.65
2008	M & O	.519100	316,853.56	.00	250,910.21	1,226.15-	566,537.62	89,115.67	.00	.00	656,879.44
	I & S	.070900	43,277.20	.00	34,269.78	167.48-	77,379.50	.00	.00	.00	77,546.98
	TOTAL	.590000	360,130.76	.00	285,179.99	1,393.63-	643,917.12	89,115.67	.00	.00	734,426.42
2007	M & O	.515500	216,057.61	.00	199,151.72	231.61-	414,977.72	68,061.17	.00	.00	483,270.50
	I & S	.074500	31,224.59	.00	28,781.29	33.48-	59,972.40	.00	.00	.00	60,005.88
	TOTAL	.590000	247,282.20	.00	227,933.01	265.09-	474,950.12	68,061.17	.00	.00	543,276.38
2006	M & O	.520000	121,952.60	.00	124,206.97	24,135.68	270,295.25	37,661.67	.00	.00	283,821.24
	I & S	.070000	16,416.92	.00	16,720.15	3,249.02	36,386.09	.00	.00	.00	33,137.07
	TOTAL	.590000	138,369.52	.00	140,927.12	27,384.70	306,681.34	37,661.67	.00	.00	316,958.31
2005	M & O	.527100	89,899.03	.00	103,177.18	.00	193,076.21	30,245.50	.00	.00	223,321.71
	I & S	.062900	10,727.66	.00	12,312.27	.00	23,039.93	.00	.00	.00	23,039.93
	TOTAL	.590000	100,626.69	.00	115,489.45	.00	216,116.14	30,245.50	.00	.00	246,361.64
2004	M & O	.525800	74,265.85	.00	94,451.80	.00	168,717.65	26,978.57	.00	.00	195,696.22
	I & S	.064200	9,067.96	.00	11,532.64	.00	20,600.60	.00	.00	.00	20,600.60
	TOTAL	.590000	83,333.81	.00	105,984.44	.00	189,318.25	26,978.57	.00	.00	216,296.82
2003	M & O	.526800	58,563.35	.00	81,591.09	.00	140,154.44	22,670.67	.00	.00	162,825.11
	I & S	.063200	7,025.54	.00	9,788.38	.00	16,813.92	.00	.00	.00	16,813.92
	TOTAL	.590000	65,588.89	.00	91,379.47	.00	156,968.36	22,670.67	.00	.00	179,639.03

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2002	M & O	.521500	49,270.38	.00	74,395.17	.00	123,665.55	20,333.05	.00	.00	143,998.60
	I & S	.068500	6,471.79	.00	9,771.86	.00	16,243.65	.00	.00	.00	16,243.65
	TOTAL	.590000	55,742.17	.00	84,167.03	.00	139,909.20	20,333.05	.00	.00	160,242.25
2001	M & O	.459300	36,955.19	.00	60,179.72	.00	97,134.91	15,948.23	.00	.00	113,083.14
	I & S	.060200	4,843.73	.00	7,887.86	.00	12,731.59	.00	.00	.00	12,731.59
	TOTAL	.519500	41,798.92	.00	68,067.58	.00	109,866.50	15,948.23	.00	.00	125,814.73
2000	M & O	.445400	29,722.81	.00	52,362.89	.00	82,085.70	13,564.08	.00	.00	95,649.78
	I & S	.055300	3,690.23	.00	6,501.28	.00	10,191.51	.00	.00	.00	10,191.51
	TOTAL	.500700	33,413.04	.00	58,864.17	.00	92,277.21	13,564.08	.00	.00	105,841.29
1999	M & O	.394300	22,405.73	.00	42,112.62	.00	64,518.35	10,759.95	.00	.00	75,278.30
	I & S	.052400	2,977.73	.00	5,596.60	.00	8,574.33	.00	.00	.00	8,574.33
	TOTAL	.446700	25,383.46	.00	47,709.22	.00	73,092.68	10,759.95	.00	.00	83,852.63
1998	M & O	.429400	24,694.16	.00	49,154.38	.00	73,848.54	11,334.14	.00	.00	85,182.68
	I & S	.017300	994.86	.00	1,980.36	.00	2,975.22	.00	.00	.00	2,975.22
	TOTAL	.446700	25,689.02	.00	51,134.74	.00	76,823.76	11,334.14	.00	.00	88,157.90
1997	M & O	.459500	21,712.15	.00	45,767.12	.00	67,479.27	10,244.67	.00	.00	77,723.94
	I & S	.015200	718.24	.00	1,513.89	.00	2,232.13	.00	.00	.00	2,232.13
	TOTAL	.474700	22,430.39	.00	47,281.01	.00	69,711.40	10,244.67	.00	.00	79,956.07
1996	M & O	.448600	15,387.30	.00	34,475.85	.00	49,863.15	7,620.44	.00	.00	57,483.59
	I & S	.016800	576.32	.00	1,291.07	.00	1,867.39	.00	.00	.00	1,867.39
	TOTAL	.465400	15,963.62	.00	35,766.92	.00	51,730.54	7,620.44	.00	.00	59,350.98
1995	M & O	.427600	11,899.80	.00	28,076.26	.00	39,976.06	6,129.22	.00	.00	46,105.28
	I & S	.018400	512.01	.00	1,208.09	.00	1,720.10	.00	.00	.00	1,720.10
	TOTAL	.446000	12,411.81	.00	29,284.35	.00	41,696.16	6,129.22	.00	.00	47,825.38
1994	M & O	.399300	9,603.04	.00	23,773.77	.00	33,376.81	5,026.67	.00	.00	38,403.48
	I & S	.014700	353.57	.00	875.26	.00	1,228.83	.00	.00	.00	1,228.83
	TOTAL	.414000	9,956.61	.00	24,649.03	.00	34,605.64	5,026.67	.00	.00	39,632.31
1993	M & O	.395600	5,021.87	.00	12,936.56	.00	17,958.43	2,596.65	.00	.00	20,555.08
	I & S	.011500	145.98	.00	376.01	.00	521.99	.00	.00	.00	521.99
	TOTAL	.407100	5,167.85	.00	13,312.57	.00	18,480.42	2,596.65	.00	.00	21,077.07
1992	M & O	.382800	4,056.27	.00	11,079.67	.00	15,135.94	2,347.10	.00	.00	17,483.04
	I & S	.016100	170.62	.00	466.02	.00	636.64	.00	.00	.00	636.64
	TOTAL	.398900	4,226.89	.00	11,545.69	.00	15,772.58	2,347.10	.00	.00	18,119.68
1991	M & O	.362600	3,239.14	.00	9,216.20	.00	12,455.34	1,932.26	.00	.00	14,387.60
	I & S	.015100	134.87	.00	383.82	.00	518.69	.00	.00	.00	518.69
	TOTAL	.377700	3,374.01	.00	9,600.02	.00	12,974.03	1,932.26	.00	.00	14,906.29

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1990	M & O	.360900	2,193.93	.00	6,475.72	.00	8,669.65	1,317.49	.00	.00	9,987.14
	I & S	.010400	63.20	.00	186.60	.00	249.80	.00	.00	.00	249.80
	TOTAL	.371300	2,257.13	.00	6,662.32	.00	8,919.45	1,317.49	.00	.00	10,236.94
1989	M & O	.369000	1,784.79	.00	5,494.19	.00	7,278.98	1,088.24	.00	.00	8,367.22
	I & S	.002500	12.10	.00	37.21	.00	49.31	.00	.00	.00	49.31
	TOTAL	.371500	1,796.89	.00	5,531.40	.00	7,328.29	1,088.24	.00	.00	8,416.53
1988	M & O	.358000	1,004.97	.00	3,169.58	.00	4,174.55	618.68	.00	.00	4,793.23
	I & S	.003500	9.82	.00	30.99	.00	40.81	.00	.00	.00	40.81
	TOTAL	.361500	1,014.79	.00	3,200.57	.00	4,215.36	618.68	.00	.00	4,834.04
1987	M & O	.277800	1,111.54	.00	3,678.52	.00	4,790.06	714.94	.00	.00	5,505.00
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.277800	1,111.54	.00	3,678.52	.00	4,790.06	714.94	.00	.00	5,505.00
1986	M & O	.268300	645.69	.00	2,240.02	.00	2,885.71	434.47	.00	.00	3,320.18
	I & S	.001000	2.42	.00	8.36	.00	10.78	.00	.00	.00	10.78
	TOTAL	.269300	648.11	.00	2,248.38	.00	2,896.49	434.47	.00	.00	3,330.96
1985	M & O	.232000	520.99	.00	1,872.80	.00	2,393.79	363.72	.00	.00	2,757.51
	I & S	.003000	6.74	.00	24.23	.00	30.97	.00	.00	.00	30.97
	TOTAL	.235000	527.73	.00	1,897.03	.00	2,424.76	363.72	.00	.00	2,788.48
1984	M & O	.334000	359.93	.00	1,332.42	.00	1,692.35	256.14	.00	.00	1,948.49
	I & S	.003000	3.22	.00	11.96	.00	15.18	.00	.00	.00	15.18
	TOTAL	.337000	363.15	.00	1,344.38	.00	1,707.53	256.14	.00	.00	1,963.67
1983	M & O	.348000	356.36	.00	1,358.38	.00	1,714.74	256.43	.00	.00	1,971.17
	I & S	.005000	5.12	.00	19.51	.00	24.63	.00	.00	.00	24.63
	TOTAL	.353000	361.48	.00	1,377.89	.00	1,739.37	256.43	.00	.00	1,995.80
1982	M & O	.334000	153.73	.00	606.29	.00	760.02	114.00	.00	.00	874.02
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.334000	153.73	.00	606.29	.00	760.02	114.00	.00	.00	874.02
1981	M & O	.334000	.57	.00	2.30	.00	2.87	.43	.00	.00	3.30
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.334000	.57	.00	2.30	.00	2.87	.43	.00	.00	3.30
1980	M & O	.300000	.50	.00	2.03	.00	2.53	.38	.00	.00	2.91
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.300000	.50	.00	2.03	.00	2.53	.38	.00	.00	2.91

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		152,404,953.37	.00	5,342,690.24	3,456,160.97-	154,291,482.64	2,097,655.43	.00	.00	159,845,299.04
ALL	I & S		17,194,516.73	.00	661,879.58	387,556.69-	17,468,839.62	.00	.00	.00	17,856,396.31
ALL	TOTAL		169,599,470.10	.00	6,004,569.82	3,843,717.66-	171,760,322.26	2,097,655.43	.00	.00	177,701,695.35
DLQ	M & O		9,271,222.57	.00	3,851,424.17	122,019.31-	13,000,627.43	2,039,493.39	.00	.00	15,162,140.13
DLQ	I & S		1,230,846.69	.00	495,558.09	15,701.06-	1,710,703.72	.00	.00	.00	1,726,404.78
DLQ	TOTAL		10,502,069.26	.00	4,346,982.26	137,720.37-	14,711,331.15	2,039,493.39	.00	.00	16,888,544.91
CURR	M & O		143,133,730.80	.00	1,491,266.07	3,334,141.66-	141,290,855.21	58,162.04	.00	.00	144,683,158.91
CURR	I & S		15,963,670.04	.00	166,321.49	371,855.63-	15,758,135.90	.00	.00	.00	16,129,991.53
CURR	TOTAL		159,097,400.84	.00	1,657,587.56	3,705,997.29-	157,048,991.11	58,162.04	.00	.00	160,813,150.44

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2013	M & O	.520800	66,558.99	.00	29.47	.00	66,588.46	.00	.00	.00	66,588.46
	I & S	.069200	8,843.90	.00	3.92	.00	8,847.82	.00	.00	.00	8,847.82
	TOTAL	.590000	75,402.89	.00	33.39	.00	75,436.28	.00	.00	.00	75,436.28
2012	M & O	.523500	86,309.17	.00	1,078.66	.00	87,387.83	395.09	.00	.00	87,782.92
	I & S	.066500	10,963.79	.00	137.02	.00	11,100.81	.00	.00	.00	11,100.81
	TOTAL	.590000	97,272.96	.00	1,215.68	.00	98,488.64	395.09	.00	.00	98,883.73
2011	M & O	.522500	98,026.66	.00	2,452.93	.00	100,479.59	881.79	.00	.00	101,361.38
	I & S	.067500	12,663.69	.00	316.89	.00	12,980.58	.00	.00	.00	12,980.58
	TOTAL	.590000	110,690.35	.00	2,769.82	.00	113,460.17	881.79	.00	.00	114,341.96
2010	M & O	.510700	115,897.36	.00	2,427.24	.00	118,324.60	974.45	.00	.00	119,299.05
	I & S	.079300	17,996.21	.00	376.92	.00	18,373.13	.00	.00	.00	18,373.13
	TOTAL	.590000	133,893.57	.00	2,804.16	.00	136,697.73	974.45	.00	.00	137,672.18
2009	M & O	.512700	110,924.89	.00	2,439.86	.00	113,364.75	896.47	.00	.00	114,261.22
	I & S	.077300	16,724.23	.00	367.85	.00	17,092.08	.00	.00	.00	17,092.08
	TOTAL	.590000	127,649.12	.00	2,807.71	.00	130,456.83	896.47	.00	.00	131,353.30
2008	M & O	.519100	21,041.41	.00	2,617.04	.00	23,658.45	925.41	.00	.00	24,583.86
	I & S	.070900	2,873.91	.00	357.43	.00	3,231.34	.00	.00	.00	3,231.34
	TOTAL	.590000	23,915.32	.00	2,974.47	.00	26,889.79	925.41	.00	.00	27,815.20
2007	M & O	.515500	5,058.87	.00	749.52	.00	5,808.39	277.17	.00	.00	6,085.56
	I & S	.074500	731.10	.00	108.32	.00	839.42	.00	.00	.00	839.42
	TOTAL	.590000	5,789.97	.00	857.84	.00	6,647.81	277.17	.00	.00	6,924.98
2006	M & O	.520000	1,386.12	.00	1,143.55	.00	2,529.67	430.53	.00	.00	2,960.20
	I & S	.070000	186.59	.00	153.94	.00	340.53	.00	.00	.00	340.53
	TOTAL	.590000	1,572.71	.00	1,297.49	.00	2,870.20	430.53	.00	.00	3,300.73
2005	M & O	.527100	1,193.10	.00	954.48	.00	2,147.58	360.58	.00	.00	2,508.16
	I & S	.062900	142.37	.00	113.90	.00	256.27	.00	.00	.00	256.27
	TOTAL	.590000	1,335.47	.00	1,068.38	.00	2,403.85	360.58	.00	.00	2,764.43
2001	M & O	.459300	350.99	.00	459.79	.00	810.78	94.68	.00	.00	905.46
	I & S	.060200	46.00	.00	60.26	.00	106.26	.00	.00	.00	106.26
	TOTAL	.519500	396.99	.00	520.05	.00	917.04	94.68	.00	.00	1,011.72
ALL	M & O		506,747.56	.00	14,352.54	.00	521,100.10	5,236.17	.00	.00	526,336.27
ALL	I & S		71,171.79	.00	1,996.45	.00	73,168.24	.00	.00	.00	73,168.24
ALL	TOTAL		577,919.35	.00	16,348.99	.00	594,268.34	5,236.17	.00	.00	599,504.51

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
DLQ	M & O		506,747.56	.00	14,352.54	.00	521,100.10	5,236.17	.00	.00	526,336.27
DLQ	I & S		71,171.79	.00	1,996.45	.00	73,168.24	.00	.00	.00	73,168.24
DLQ	TOTAL		577,919.35	.00	16,348.99	.00	594,268.34	5,236.17	.00	.00	599,504.51
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

TC298-D SELECTION: SYSTEM DEPOSIT DISTRIBUTION INCLUDES AG ROLLBACK
RECEIPT DATE: ALL FROM: 07/01/2014 THRU 06/30/2015
JURISDICTION: 0001 HIDALGO COUNTY

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2014	M & O	.530800	143,133,730.80	.00	1,491,266.07	3,334,141.66-	141,290,855.21	58,162.04	.00	.00	144,683,158.91
	I & S	.059200	15,963,670.04	.00	166,321.49	371,855.63-	15,758,135.90	.00	.00	.00	16,129,991.53
	TOTAL	.590000	159,097,400.84	.00	1,657,587.56	3,705,997.29-	157,048,991.11	58,162.04	.00	.00	160,813,150.44
2013	M & O	.520800	4,972,210.04	.00	1,038,869.45	41,307.61-	5,969,771.88	881,341.35	.00	.00	6,892,420.84
	I & S	.069200	660,669.75	.00	138,037.79	5,488.82-	793,218.72	.00	.00	.00	798,707.54
	TOTAL	.590000	5,632,879.79	.00	1,176,907.24	46,796.43-	6,762,990.60	881,341.35	.00	.00	7,691,128.38
2012	M & O	.523500	1,579,846.29	.00	518,023.51	92,549.78-	2,005,320.02	325,494.39	.00	.00	2,423,364.19
	I & S	.066500	200,686.75	.00	65,804.32	11,756.59-	254,734.48	.00	.00	.00	266,491.07
	TOTAL	.590000	1,780,533.04	.00	583,827.83	104,306.37-	2,260,054.50	325,494.39	.00	.00	2,689,855.26
2011	M & O	.522500	879,097.42	.00	363,478.79	6,632.10-	1,235,944.11	185,012.95	.00	.00	1,427,589.16
	I & S	.067500	113,567.34	.00	46,956.22	856.82-	159,666.74	.00	.00	.00	160,523.56
	TOTAL	.590000	992,664.76	.00	410,435.01	7,488.92-	1,395,610.85	185,012.95	.00	.00	1,588,112.72
2010	M & O	.510700	675,802.77	.00	327,909.49	2,777.01-	1,000,935.25	147,797.78	.00	.00	1,151,510.04
	I & S	.079300	104,936.50	.00	50,916.68	431.20-	155,421.98	.00	.00	.00	155,853.18
	TOTAL	.590000	780,739.27	.00	378,826.17	3,208.21-	1,156,357.23	147,797.78	.00	.00	1,307,363.22
2009	M & O	.512700	522,290.28	.00	288,319.66	1,430.73-	809,179.21	115,260.09	.00	.00	925,870.03
	I & S	.077300	78,745.73	.00	43,470.19	215.69-	122,000.23	.00	.00	.00	122,215.92
	TOTAL	.590000	601,036.01	.00	331,789.85	1,646.42-	931,179.44	115,260.09	.00	.00	1,048,085.95
2008	M & O	.519100	337,894.97	.00	253,527.25	1,226.15-	590,196.07	90,041.08	.00	.00	681,463.30
	I & S	.070900	46,151.11	.00	34,627.21	167.48-	80,610.84	.00	.00	.00	80,778.32
	TOTAL	.590000	384,046.08	.00	288,154.46	1,393.63-	670,806.91	90,041.08	.00	.00	762,241.62
2007	M & O	.515500	221,116.48	.00	199,901.24	231.61-	420,786.11	68,338.34	.00	.00	489,356.06
	I & S	.074500	31,955.69	.00	28,889.61	33.48-	60,811.82	.00	.00	.00	60,845.30
	TOTAL	.590000	253,072.17	.00	228,790.85	265.09-	481,597.93	68,338.34	.00	.00	550,201.36
2006	M & O	.520000	123,338.72	.00	125,350.52	24,135.68	272,824.92	38,092.20	.00	.00	286,781.44
	I & S	.070000	16,603.51	.00	16,874.09	3,249.02	36,726.62	.00	.00	.00	33,477.60
	TOTAL	.590000	139,942.23	.00	142,224.61	27,384.70	309,551.54	38,092.20	.00	.00	320,259.04
2005	M & O	.527100	91,092.13	.00	104,131.66	.00	195,223.79	30,606.08	.00	.00	225,829.87
	I & S	.062900	10,870.03	.00	12,426.17	.00	23,296.20	.00	.00	.00	23,296.20
	TOTAL	.590000	101,962.16	.00	116,557.83	.00	218,519.99	30,606.08	.00	.00	249,126.07
2004	M & O	.525800	74,265.85	.00	94,451.80	.00	168,717.65	26,978.57	.00	.00	195,696.22
	I & S	.064200	9,067.96	.00	11,532.64	.00	20,600.60	.00	.00	.00	20,600.60
	TOTAL	.590000	83,333.81	.00	105,984.44	.00	189,318.25	26,978.57	.00	.00	216,296.82
2003	M & O	.526800	58,563.35	.00	81,591.09	.00	140,154.44	22,670.67	.00	.00	162,825.11
	I & S	.063200	7,025.54	.00	9,788.38	.00	16,813.92	.00	.00	.00	16,813.92
	TOTAL	.590000	65,588.89	.00	91,379.47	.00	156,968.36	22,670.67	.00	.00	179,639.03

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2002	M & O	.521500	49,270.38	.00	74,395.17	.00	123,665.55	20,333.05	.00	.00	143,998.60
	I & S	.068500	6,471.79	.00	9,771.86	.00	16,243.65	.00	.00	.00	16,243.65
	TOTAL	.590000	55,742.17	.00	84,167.03	.00	139,909.20	20,333.05	.00	.00	160,242.25
2001	M & O	.459300	37,306.18	.00	60,639.51	.00	97,945.69	16,042.91	.00	.00	113,988.60
	I & S	.060200	4,889.73	.00	7,948.12	.00	12,837.85	.00	.00	.00	12,837.85
	TOTAL	.519500	42,195.91	.00	68,587.63	.00	110,783.54	16,042.91	.00	.00	126,826.45
2000	M & O	.445400	29,722.81	.00	52,362.89	.00	82,085.70	13,564.08	.00	.00	95,649.78
	I & S	.055300	3,690.23	.00	6,501.28	.00	10,191.51	.00	.00	.00	10,191.51
	TOTAL	.500700	33,413.04	.00	58,864.17	.00	92,277.21	13,564.08	.00	.00	105,841.29
1999	M & O	.394300	22,405.73	.00	42,112.62	.00	64,518.35	10,759.95	.00	.00	75,278.30
	I & S	.052400	2,977.73	.00	5,596.60	.00	8,574.33	.00	.00	.00	8,574.33
	TOTAL	.446700	25,383.46	.00	47,709.22	.00	73,092.68	10,759.95	.00	.00	83,852.63
1998	M & O	.429400	24,694.16	.00	49,154.38	.00	73,848.54	11,334.14	.00	.00	85,182.68
	I & S	.017300	994.86	.00	1,980.36	.00	2,975.22	.00	.00	.00	2,975.22
	TOTAL	.446700	25,689.02	.00	51,134.74	.00	76,823.76	11,334.14	.00	.00	88,157.90
1997	M & O	.459500	21,712.15	.00	45,767.12	.00	67,479.27	10,244.67	.00	.00	77,723.94
	I & S	.015200	718.24	.00	1,513.89	.00	2,232.13	.00	.00	.00	2,232.13
	TOTAL	.474700	22,430.39	.00	47,281.01	.00	69,711.40	10,244.67	.00	.00	79,956.07
1996	M & O	.448600	15,387.30	.00	34,475.85	.00	49,863.15	7,620.44	.00	.00	57,483.59
	I & S	.016800	576.32	.00	1,291.07	.00	1,867.39	.00	.00	.00	1,867.39
	TOTAL	.465400	15,963.62	.00	35,766.92	.00	51,730.54	7,620.44	.00	.00	59,350.98
1995	M & O	.427600	11,899.80	.00	28,076.26	.00	39,976.06	6,129.22	.00	.00	46,105.28
	I & S	.018400	512.01	.00	1,208.09	.00	1,720.10	.00	.00	.00	1,720.10
	TOTAL	.446000	12,411.81	.00	29,284.35	.00	41,696.16	6,129.22	.00	.00	47,825.38
1994	M & O	.399300	9,603.04	.00	23,773.77	.00	33,376.81	5,026.67	.00	.00	38,403.48
	I & S	.014700	353.57	.00	875.26	.00	1,228.83	.00	.00	.00	1,228.83
	TOTAL	.414000	9,956.61	.00	24,649.03	.00	34,605.64	5,026.67	.00	.00	39,632.31
1993	M & O	.395600	5,021.87	.00	12,936.56	.00	17,958.43	2,596.65	.00	.00	20,555.08
	I & S	.011500	145.98	.00	376.01	.00	521.99	.00	.00	.00	521.99
	TOTAL	.407100	5,167.85	.00	13,312.57	.00	18,480.42	2,596.65	.00	.00	21,077.07
1992	M & O	.382800	4,056.27	.00	11,079.67	.00	15,135.94	2,347.10	.00	.00	17,483.04
	I & S	.016100	170.62	.00	466.02	.00	636.64	.00	.00	.00	636.64
	TOTAL	.398900	4,226.89	.00	11,545.69	.00	15,772.58	2,347.10	.00	.00	18,119.68
1991	M & O	.362600	3,239.14	.00	9,216.20	.00	12,455.34	1,932.26	.00	.00	14,387.60
	I & S	.015100	134.87	.00	383.82	.00	518.69	.00	.00	.00	518.69
	TOTAL	.377700	3,374.01	.00	9,600.02	.00	12,974.03	1,932.26	.00	.00	14,906.29

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1990	M & O	.360900	2,193.93	.00	6,475.72	.00	8,669.65	1,317.49	.00	.00	9,987.14
	I & S	.010400	63.20	.00	186.60	.00	249.80	.00	.00	.00	249.80
	TOTAL	.371300	2,257.13	.00	6,662.32	.00	8,919.45	1,317.49	.00	.00	10,236.94
1989	M & O	.369000	1,784.79	.00	5,494.19	.00	7,278.98	1,088.24	.00	.00	8,367.22
	I & S	.002500	12.10	.00	37.21	.00	49.31	.00	.00	.00	49.31
	TOTAL	.371500	1,796.89	.00	5,531.40	.00	7,328.29	1,088.24	.00	.00	8,416.53
1988	M & O	.358000	1,004.97	.00	3,169.58	.00	4,174.55	618.68	.00	.00	4,793.23
	I & S	.003500	9.82	.00	30.99	.00	40.81	.00	.00	.00	40.81
	TOTAL	.361500	1,014.79	.00	3,200.57	.00	4,215.36	618.68	.00	.00	4,834.04
1987	M & O	.277800	1,111.54	.00	3,678.52	.00	4,790.06	714.94	.00	.00	5,505.00
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.277800	1,111.54	.00	3,678.52	.00	4,790.06	714.94	.00	.00	5,505.00
1986	M & O	.268300	645.69	.00	2,240.02	.00	2,885.71	434.47	.00	.00	3,320.18
	I & S	.001000	2.42	.00	8.36	.00	10.78	.00	.00	.00	10.78
	TOTAL	.269300	648.11	.00	2,248.38	.00	2,896.49	434.47	.00	.00	3,330.96
1985	M & O	.232000	520.99	.00	1,872.80	.00	2,393.79	363.72	.00	.00	2,757.51
	I & S	.003000	6.74	.00	24.23	.00	30.97	.00	.00	.00	30.97
	TOTAL	.235000	527.73	.00	1,897.03	.00	2,424.76	363.72	.00	.00	2,788.48
1984	M & O	.334000	359.93	.00	1,332.42	.00	1,692.35	256.14	.00	.00	1,948.49
	I & S	.003000	3.22	.00	11.96	.00	15.18	.00	.00	.00	15.18
	TOTAL	.337000	363.15	.00	1,344.38	.00	1,707.53	256.14	.00	.00	1,963.67
1983	M & O	.348000	356.36	.00	1,358.38	.00	1,714.74	256.43	.00	.00	1,971.17
	I & S	.005000	5.12	.00	19.51	.00	24.63	.00	.00	.00	24.63
	TOTAL	.353000	361.48	.00	1,377.89	.00	1,739.37	256.43	.00	.00	1,995.80
1982	M & O	.334000	153.73	.00	606.29	.00	760.02	114.00	.00	.00	874.02
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.334000	153.73	.00	606.29	.00	760.02	114.00	.00	.00	874.02
1981	M & O	.334000	.57	.00	2.30	.00	2.87	.43	.00	.00	3.30
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.334000	.57	.00	2.30	.00	2.87	.43	.00	.00	3.30
1980	M & O	.300000	.50	.00	2.03	.00	2.53	.38	.00	.00	2.91
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.300000	.50	.00	2.03	.00	2.53	.38	.00	.00	2.91

TC298-D SELECTION: SYSTEM DEPOSIT DISTRIBUTION INCLUDES AG ROLLBACK
RECEIPT DATE: ALL FROM: 07/01/2014 THRU 06/30/2015
JURISDICTION: 0001 HIDALGO COUNTY

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		152,911,700.93	.00	5,357,042.78	3,456,160.97-	154,812,582.74	2,102,891.60	.00	.00	160,371,635.31
ALL	I & S		17,265,688.52	.00	663,876.03	387,556.69-	17,542,007.86	.00	.00	.00	17,929,564.55
ALL	TOTAL		170,177,389.45	.00	6,020,918.81	3,843,717.66-	172,354,590.60	2,102,891.60	.00	.00	178,301,199.86
DLQ	M & O		9,777,970.13	.00	3,865,776.71	122,019.31-	13,521,727.53	2,044,729.56	.00	.00	15,688,476.40
DLQ	I & S		1,302,018.48	.00	497,554.54	15,701.06-	1,783,871.96	.00	.00	.00	1,799,573.02
DLQ	TOTAL		11,079,988.61	.00	4,363,331.25	137,720.37-	15,305,599.49	2,044,729.56	.00	.00	17,488,049.42
CURR	M & O		143,133,730.80	.00	1,491,266.07	3,334,141.66-	141,290,855.21	58,162.04	.00	.00	144,683,158.91
CURR	I & S		15,963,670.04	.00	166,321.49	371,855.63-	15,758,135.90	.00	.00	.00	16,129,991.53
CURR	TOTAL		159,097,400.84	.00	1,657,587.56	3,705,997.29-	157,048,991.11	58,162.04	.00	.00	160,813,150.44

PART 2

ROAD/STATE ANNUAL TAX COLLECTIONS REPORT

PABLO "PAUL" VILLARREAL JR., TAX ASSR & COLL
HIDALGO COUNTY ENTITIES ANNUAL TAX REPORT
JULY 01, 2014 THRU JUNE 30, 2015

TAX COLLECTIONS	BASE	PEN & INT	ATTY FEE	
ROAD DIST #2				
DELINQUENT	0.09	0.39	0.07	
TOTALS	0.09	0.39	0.07	
				0.55
ROAD DIST #5				
DELINQUENT	649.04	1,472.97	306.11	
TOTALS	649.04	1,472.97	306.11	
				2,428.12
ROAD DIST #11				
DELINQUENT	-	-	-	
TOTALS	-	-	-	
				-
ROAD DIST #15				
DELINQUENT	50.65	170.13	32.57	
TOTALS	50.65	170.13	32.57	
				253.35
STATE DIST				
DELINQUENT	-	-	-	
TOTALS	-	-	-	
				-
SPECIAL INVENTORY VARIANCE			-	
OTHER REVENUE TOTALS				-
TOTAL COLLECTED 2014-2015 HIDALGO COUNTY ENTITIES				**2,682.02**

DISBURSEMENTS	
ATTORNEY FEES	338.75
PRIOR YEAR REFUNDS	-

RECAP

TOTAL DELINQUENT BASE	699.78
TOTAL PENALTY & INTEREST	1,643.49
TOTAL TAX COLLECTIONS	2,343.27
TOTAL ATTORNEY FEES	338.75
OTHER REVENUE TOTALS	-

DISBURSEMENTS (CONT')

TOTAL	2,682.02	
LESS REFUNDS DISBURSED THRU FISCAL YEAR	-	
TOTAL COLLECTED 2014/2015	2,682.02	
LESS ATTY FEE	338.75	
TOTAL REVENUE DISBURSED TO HIDALGO COUNTY ENTITIES		**2,343.27**
TOTAL DISBURSED 2014-2015 HIDALGO COUNTY ENTITIES		**2,682.02**
	DIFF.	-

AFFIDAVIT

I, PABLO "PAUL" VILLARREAL JR., TAX ASSESSOR-COLLECTOR OF TAXES FOR HIDALGO COUNTY ENTITIES DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE FISCAL YEAR ENDING 2014-2015 IS CORRECT.

Pablo Paul Villarreal Jr.

ASSESSOR-COLLECTOR OF TAXES FOR HIDALGO COUNTY ENTITIES

HIDALGO COUNTY ASSESSOR & COLL. OF TAXES

SWORN AND SUBSCRIBED BEFORE ME THIS 19TH DAY OF AUGUST 2015

Jose E Jaramillo

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS

JOSE E JARAMILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-10-2016

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1979	M & O	.135000	.09	.00	.39	.00	.48	.07	.00	.00	.55
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.135000	.09	.00	.39	.00	.48	.07	.00	.00	.55
ALL	M & O		.09	.00	.39	.00	.48	.07	.00	.00	.55
ALL	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
ALL	TOTAL		.09	.00	.39	.00	.48	.07	.00	.00	.55
DLQ	M & O		.09	.00	.39	.00	.48	.07	.00	.00	.55
DLQ	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
DLQ	TOTAL		.09	.00	.39	.00	.48	.07	.00	.00	.55
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1979	M & O	.135000	.09	.00	.39	.00	.48	.07	.00	.00	.55
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.135000	.09	.00	.39	.00	.48	.07	.00	.00	.55
ALL	M & O		.09	.00	.39	.00	.48	.07	.00	.00	.55
ALL	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
ALL	TOTAL		.09	.00	.39	.00	.48	.07	.00	.00	.55
DLQ	M & O		.09	.00	.39	.00	.48	.07	.00	.00	.55
DLQ	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
DLQ	TOTAL		.09	.00	.39	.00	.48	.07	.00	.00	.55
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1999	M & O	.000000	.00	.00	.00	.00	.00	28.16	.00	.00	28.16
	I & S	.010900	64.83	.00	123.72	.00	188.55	.00	.00	.00	188.55
	TOTAL	.010900	64.83	.00	123.72	.00	188.55	28.16	.00	.00	216.71
1998	M & O	.000000	.00	.00	.00	.00	.00	52.24	.00	.00	52.24
	I & S	.019500	121.79	.00	240.91	.00	362.70	.00	.00	.00	362.70
	TOTAL	.019500	121.79	.00	240.91	.00	362.70	52.24	.00	.00	414.94
1997	M & O	.000000	.00	.00	.00	.00	.00	53.81	.00	.00	53.81
	I & S	.023000	123.71	.00	255.00	.00	378.71	.00	.00	.00	378.71
	TOTAL	.023000	123.71	.00	255.00	.00	378.71	53.81	.00	.00	432.52
1996	M & O	.000000	.00	.00	.00	.00	.00	39.82	.00	.00	39.82
	I & S	.025000	86.12	.00	191.26	.00	277.38	.00	.00	.00	277.38
	TOTAL	.025000	86.12	.00	191.26	.00	277.38	39.82	.00	.00	317.20
1995	M & O	.000000	.00	.00	.00	.00	.00	42.70	.00	.00	42.70
	I & S	.025000	91.54	.00	210.87	.00	302.41	.00	.00	.00	302.41
	TOTAL	.025000	91.54	.00	210.87	.00	302.41	42.70	.00	.00	345.11
1994	M & O	.000000	.00	.00	.00	.00	.00	26.95	.00	.00	26.95
	I & S	.020000	54.48	.00	133.42	.00	187.90	.00	.00	.00	187.90
	TOTAL	.020000	54.48	.00	133.42	.00	187.90	26.95	.00	.00	214.85
1993	M & O	.000000	.00	.00	.00	.00	.00	11.15	.00	.00	11.15
	I & S	.020000	22.30	.00	56.17	.00	78.47	.00	.00	.00	78.47
	TOTAL	.020000	22.30	.00	56.17	.00	78.47	11.15	.00	.00	89.62
1992	M & O	.000000	.00	.00	.00	.00	.00	15.06	.00	.00	15.06
	I & S	.020000	26.73	.00	73.68	.00	100.41	.00	.00	.00	100.41
	TOTAL	.020000	26.73	.00	73.68	.00	100.41	15.06	.00	.00	115.47
1991	M & O	.000000	.00	.00	.00	.00	.00	5.30	.00	.00	5.30
	I & S	.010000	9.12	.00	26.13	.00	35.25	.00	.00	.00	35.25
	TOTAL	.010000	9.12	.00	26.13	.00	35.25	5.30	.00	.00	40.55
1990	M & O	.010000	5.39	.00	15.83	.00	21.22	3.10	.00	.00	24.32
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.010000	5.39	.00	15.83	.00	21.22	3.10	.00	.00	24.32
1989	M & O	.020000	8.04	.00	24.89	.00	32.93	4.94	.00	.00	37.87
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.020000	8.04	.00	24.89	.00	32.93	4.94	.00	.00	37.87
1988	M & O	.000000	.00	.00	.00	.00	.00	2.58	.00	.00	2.58
	I & S	.020000	5.11	.00	15.58	.00	20.69	.00	.00	.00	20.69
	TOTAL	.020000	5.11	.00	15.58	.00	20.69	2.58	.00	.00	23.27

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1987	M & O	.000000	.00	.00	.00	.00	.00	5.73	.00	.00	5.73
	I & S	.040000	8.82	.00	29.38	.00	38.20	.00	.00	.00	38.20
	TOTAL	.040000	8.82	.00	29.38	.00	38.20	5.73	.00	.00	43.93
1986	M & O	.000000	.00	.00	.00	.00	.00	5.97	.00	.00	5.97
	I & S	.050000	8.97	.00	30.86	.00	39.83	.00	.00	.00	39.83
	TOTAL	.050000	8.97	.00	30.86	.00	39.83	5.97	.00	.00	45.80
1985	M & O	.000000	.00	.00	.00	.00	.00	3.32	.00	.00	3.32
	I & S	.050000	4.78	.00	17.35	.00	22.13	.00	.00	.00	22.13
	TOTAL	.050000	4.78	.00	17.35	.00	22.13	3.32	.00	.00	25.45
1984	M & O	.000000	.00	.00	.00	.00	.00	2.20	.00	.00	2.20
	I & S	.055000	3.09	.00	11.59	.00	14.68	.00	.00	.00	14.68
	TOTAL	.055000	3.09	.00	11.59	.00	14.68	2.20	.00	.00	16.88
1983	M & O	.000000	.00	.00	.00	.00	.00	3.08	.00	.00	3.08
	I & S	.075000	4.22	.00	16.33	.00	20.55	.00	.00	.00	20.55
	TOTAL	.075000	4.22	.00	16.33	.00	20.55	3.08	.00	.00	23.63
ALL	M & O		13.43	.00	40.72	.00	54.15	306.11	.00	.00	360.26
ALL	I & S		635.61	.00	1,432.25	.00	2,067.86	.00	.00	.00	2,067.86
ALL	TOTAL		649.04	.00	1,472.97	.00	2,122.01	306.11	.00	.00	2,428.12
DLQ	M & O		13.43	.00	40.72	.00	54.15	306.11	.00	.00	360.26
DLQ	I & S		635.61	.00	1,432.25	.00	2,067.86	.00	.00	.00	2,067.86
DLQ	TOTAL		649.04	.00	1,472.97	.00	2,122.01	306.11	.00	.00	2,428.12
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1999	M & O	.000000	.00	.00	.00	.00	.00	28.16	.00	.00	28.16
	I & S	.010900	64.83	.00	123.72	.00	188.55	.00	.00	.00	188.55
	TOTAL	.010900	64.83	.00	123.72	.00	188.55	28.16	.00	.00	216.71
1998	M & O	.000000	.00	.00	.00	.00	.00	52.24	.00	.00	52.24
	I & S	.019500	121.79	.00	240.91	.00	362.70	.00	.00	.00	362.70
	TOTAL	.019500	121.79	.00	240.91	.00	362.70	52.24	.00	.00	414.94
1997	M & O	.000000	.00	.00	.00	.00	.00	53.81	.00	.00	53.81
	I & S	.023000	123.71	.00	255.00	.00	378.71	.00	.00	.00	378.71
	TOTAL	.023000	123.71	.00	255.00	.00	378.71	53.81	.00	.00	432.52
1996	M & O	.000000	.00	.00	.00	.00	.00	39.82	.00	.00	39.82
	I & S	.025000	86.12	.00	191.26	.00	277.38	.00	.00	.00	277.38
	TOTAL	.025000	86.12	.00	191.26	.00	277.38	39.82	.00	.00	317.20
1995	M & O	.000000	.00	.00	.00	.00	.00	42.70	.00	.00	42.70
	I & S	.025000	91.54	.00	210.87	.00	302.41	.00	.00	.00	302.41
	TOTAL	.025000	91.54	.00	210.87	.00	302.41	42.70	.00	.00	345.11
1994	M & O	.000000	.00	.00	.00	.00	.00	26.95	.00	.00	26.95
	I & S	.020000	54.48	.00	133.42	.00	187.90	.00	.00	.00	187.90
	TOTAL	.020000	54.48	.00	133.42	.00	187.90	26.95	.00	.00	214.85
1993	M & O	.000000	.00	.00	.00	.00	.00	11.15	.00	.00	11.15
	I & S	.020000	22.30	.00	56.17	.00	78.47	.00	.00	.00	78.47
	TOTAL	.020000	22.30	.00	56.17	.00	78.47	11.15	.00	.00	89.62
1992	M & O	.000000	.00	.00	.00	.00	.00	15.06	.00	.00	15.06
	I & S	.020000	26.73	.00	73.68	.00	100.41	.00	.00	.00	100.41
	TOTAL	.020000	26.73	.00	73.68	.00	100.41	15.06	.00	.00	115.47
1991	M & O	.000000	.00	.00	.00	.00	.00	5.30	.00	.00	5.30
	I & S	.010000	9.12	.00	26.13	.00	35.25	.00	.00	.00	35.25
	TOTAL	.010000	9.12	.00	26.13	.00	35.25	5.30	.00	.00	40.55
1990	M & O	.010000	5.39	.00	15.83	.00	21.22	3.10	.00	.00	24.32
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.010000	5.39	.00	15.83	.00	21.22	3.10	.00	.00	24.32
1989	M & O	.020000	8.04	.00	24.89	.00	32.93	4.94	.00	.00	37.87
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.020000	8.04	.00	24.89	.00	32.93	4.94	.00	.00	37.87
1988	M & O	.000000	.00	.00	.00	.00	.00	2.58	.00	.00	2.58
	I & S	.020000	5.11	.00	15.58	.00	20.69	.00	.00	.00	20.69
	TOTAL	.020000	5.11	.00	15.58	.00	20.69	2.58	.00	.00	23.27

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1987	M & O	.000000	.00	.00	.00	.00	.00	5.73	.00	.00	5.73
	I & S	.040000	8.82	.00	29.38	.00	38.20	.00	.00	.00	38.20
	TOTAL	.040000	8.82	.00	29.38	.00	38.20	5.73	.00	.00	43.93
1986	M & O	.000000	.00	.00	.00	.00	.00	5.97	.00	.00	5.97
	I & S	.050000	8.97	.00	30.86	.00	39.83	.00	.00	.00	39.83
	TOTAL	.050000	8.97	.00	30.86	.00	39.83	5.97	.00	.00	45.80
1985	M & O	.000000	.00	.00	.00	.00	.00	3.32	.00	.00	3.32
	I & S	.050000	4.78	.00	17.35	.00	22.13	.00	.00	.00	22.13
	TOTAL	.050000	4.78	.00	17.35	.00	22.13	3.32	.00	.00	25.45
1984	M & O	.000000	.00	.00	.00	.00	.00	2.20	.00	.00	2.20
	I & S	.055000	3.09	.00	11.59	.00	14.68	.00	.00	.00	14.68
	TOTAL	.055000	3.09	.00	11.59	.00	14.68	2.20	.00	.00	16.88
1983	M & O	.000000	.00	.00	.00	.00	.00	3.08	.00	.00	3.08
	I & S	.075000	4.22	.00	16.33	.00	20.55	.00	.00	.00	20.55
	TOTAL	.075000	4.22	.00	16.33	.00	20.55	3.08	.00	.00	23.63
ALL	M & O		13.43	.00	40.72	.00	54.15	306.11	.00	.00	360.26
ALL	I & S		635.61	.00	1,432.25	.00	2,067.86	.00	.00	.00	2,067.86
ALL	TOTAL		649.04	.00	1,472.97	.00	2,122.01	306.11	.00	.00	2,428.12
DLQ	M & O		13.43	.00	40.72	.00	54.15	306.11	.00	.00	360.26
DLQ	I & S		635.61	.00	1,432.25	.00	2,067.86	.00	.00	.00	2,067.86
DLQ	TOTAL		649.04	.00	1,472.97	.00	2,122.01	306.11	.00	.00	2,428.12
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	.000000	.00	.00	.00	.00	.00	3.57	.00	.00	3.57
	I & S	.005000	6.50	.00	17.16	.00	23.66	.00	.00	.00	23.66
	TOTAL	.005000	6.50	.00	17.16	.00	23.66	3.57	.00	.00	27.23
1987	M & O	.000000	.00	.00	.00	.00	.00	6.95	.00	.00	6.95
	I & S	.040000	11.74	.00	36.25	.00	47.99	.00	.00	.00	47.99
	TOTAL	.040000	11.74	.00	36.25	.00	47.99	6.95	.00	.00	54.94
1986	M & O	.000000	.00	.00	.00	.00	.00	9.28	.00	.00	9.28
	I & S	.050000	13.78	.00	48.06	.00	61.84	.00	.00	.00	61.84
	TOTAL	.050000	13.78	.00	48.06	.00	61.84	9.28	.00	.00	71.12
1985	M & O	.000000	.00	.00	.00	.00	.00	6.79	.00	.00	6.79
	I & S	.050000	9.82	.00	35.48	.00	45.30	.00	.00	.00	45.30
	TOTAL	.050000	9.82	.00	35.48	.00	45.30	6.79	.00	.00	52.09
1984	M & O	.000000	.00	.00	.00	.00	.00	4.09	.00	.00	4.09
	I & S	.055000	5.74	.00	21.53	.00	27.27	.00	.00	.00	27.27
	TOTAL	.055000	5.74	.00	21.53	.00	27.27	4.09	.00	.00	31.36
1983	M & O	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	I & S	.025000	.50	.00	1.61	.00	2.11	.00	.00	.00	2.11
	TOTAL	.025000	.50	.00	1.61	.00	2.11	.00	.00	.00	2.11
1982	M & O	.050000	2.57	.00	10.04	.00	12.61	1.89	.00	.00	14.50
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.050000	2.57	.00	10.04	.00	12.61	1.89	.00	.00	14.50
ALL	M & O		2.57	.00	10.04	.00	12.61	32.57	.00	.00	45.18
ALL	I & S		48.08	.00	160.09	.00	208.17	.00	.00	.00	208.17
ALL	TOTAL		50.65	.00	170.13	.00	220.78	32.57	.00	.00	253.35
DLQ	M & O		2.57	.00	10.04	.00	12.61	32.57	.00	.00	45.18
DLQ	I & S		48.08	.00	160.09	.00	208.17	.00	.00	.00	208.17
DLQ	TOTAL		50.65	.00	170.13	.00	220.78	32.57	.00	.00	253.35
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	.000000	.00	.00	.00	.00	.00	3.57	.00	.00	3.57
	I & S	.005000	6.50	.00	17.16	.00	23.66	.00	.00	.00	23.66
	TOTAL	.005000	6.50	.00	17.16	.00	23.66	3.57	.00	.00	27.23
1987	M & O	.000000	.00	.00	.00	.00	.00	6.95	.00	.00	6.95
	I & S	.040000	11.74	.00	36.25	.00	47.99	.00	.00	.00	47.99
	TOTAL	.040000	11.74	.00	36.25	.00	47.99	6.95	.00	.00	54.94
1986	M & O	.000000	.00	.00	.00	.00	.00	9.28	.00	.00	9.28
	I & S	.050000	13.78	.00	48.06	.00	61.84	.00	.00	.00	61.84
	TOTAL	.050000	13.78	.00	48.06	.00	61.84	9.28	.00	.00	71.12
1985	M & O	.000000	.00	.00	.00	.00	.00	6.79	.00	.00	6.79
	I & S	.050000	9.82	.00	35.48	.00	45.30	.00	.00	.00	45.30
	TOTAL	.050000	9.82	.00	35.48	.00	45.30	6.79	.00	.00	52.09
1984	M & O	.000000	.00	.00	.00	.00	.00	4.09	.00	.00	4.09
	I & S	.055000	5.74	.00	21.53	.00	27.27	.00	.00	.00	27.27
	TOTAL	.055000	5.74	.00	21.53	.00	27.27	4.09	.00	.00	31.36
1983	M & O	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	I & S	.025000	.50	.00	1.61	.00	2.11	.00	.00	.00	2.11
	TOTAL	.025000	.50	.00	1.61	.00	2.11	.00	.00	.00	2.11
1982	M & O	.050000	2.57	.00	10.04	.00	12.61	1.89	.00	.00	14.50
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.050000	2.57	.00	10.04	.00	12.61	1.89	.00	.00	14.50
ALL	M & O		2.57	.00	10.04	.00	12.61	32.57	.00	.00	45.18
ALL	I & S		48.08	.00	160.09	.00	208.17	.00	.00	.00	208.17
ALL	TOTAL		50.65	.00	170.13	.00	220.78	32.57	.00	.00	253.35
DLQ	M & O		2.57	.00	10.04	.00	12.61	32.57	.00	.00	45.18
DLQ	I & S		48.08	.00	160.09	.00	208.17	.00	.00	.00	208.17
DLQ	TOTAL		50.65	.00	170.13	.00	220.78	32.57	.00	.00	253.35
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00

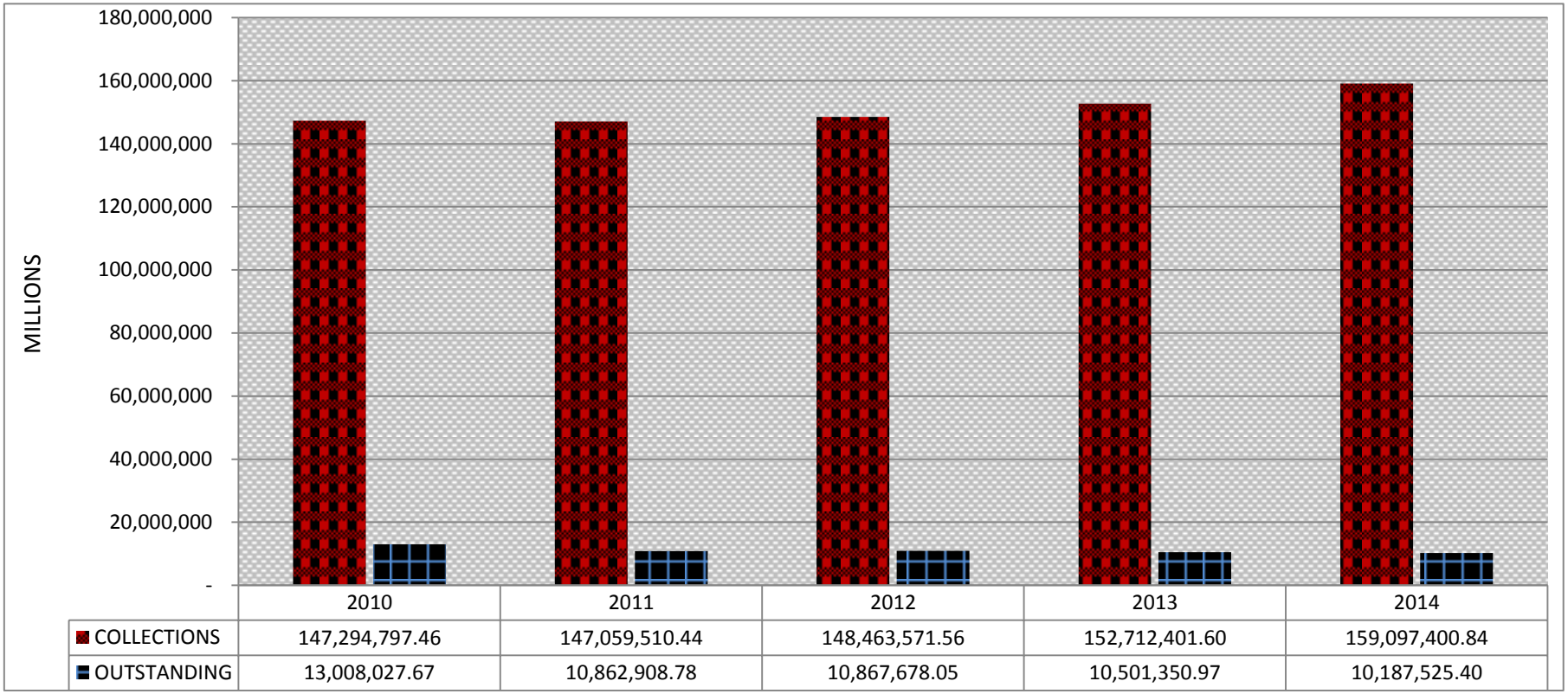
PART 3

CURRENT/DELINQUENT COLLECTIONS REPORT

PABLO "PAUL" VILLARREAL JR., ASSESSOR/COLLECTOR
HIDALGO COUNTY
TAX COLLECTION REPORT

	2014-2015	2013-2014	DIFFERENCE
AD VALOREM - HIDALGO COUNTY			
2014 CURRENT			
ORIGINAL LEVY	167,256,801.76	163,168,241.08	4,088,560.68
MODIFICATIONS	2,028,124.48	45,511.49	1,982,612.99
CURRENT LEVY	169,284,926.24	163,213,752.57	6,071,173.67
CURRENT COLLECTIONS THIS MONTH	1,669,749.00	1,818,120.26	(148,371.26)
CURRENT COLLECTIONS TO DATE	159,097,400.84	152,712,401.60	6,384,999.24
OUTSTANDING TO DATE	10,187,525.40	10,501,350.97	(313,825.57)
PERCENT COLLECTED/ORIGINAL	95.12%	93.59%	1.53%
PERCENT COLLECTED/MODIFIED	93.98%	93.57%	0.41%
TOTAL COLLECTIONS FISCAL YEAR	159,097,400.84	152,712,401.60	

HIDALGO COUNTY CURRENT TAX COLLECTION
5-YEAR COMPARISON CHART
JULY 1ST - JUNE 30TH

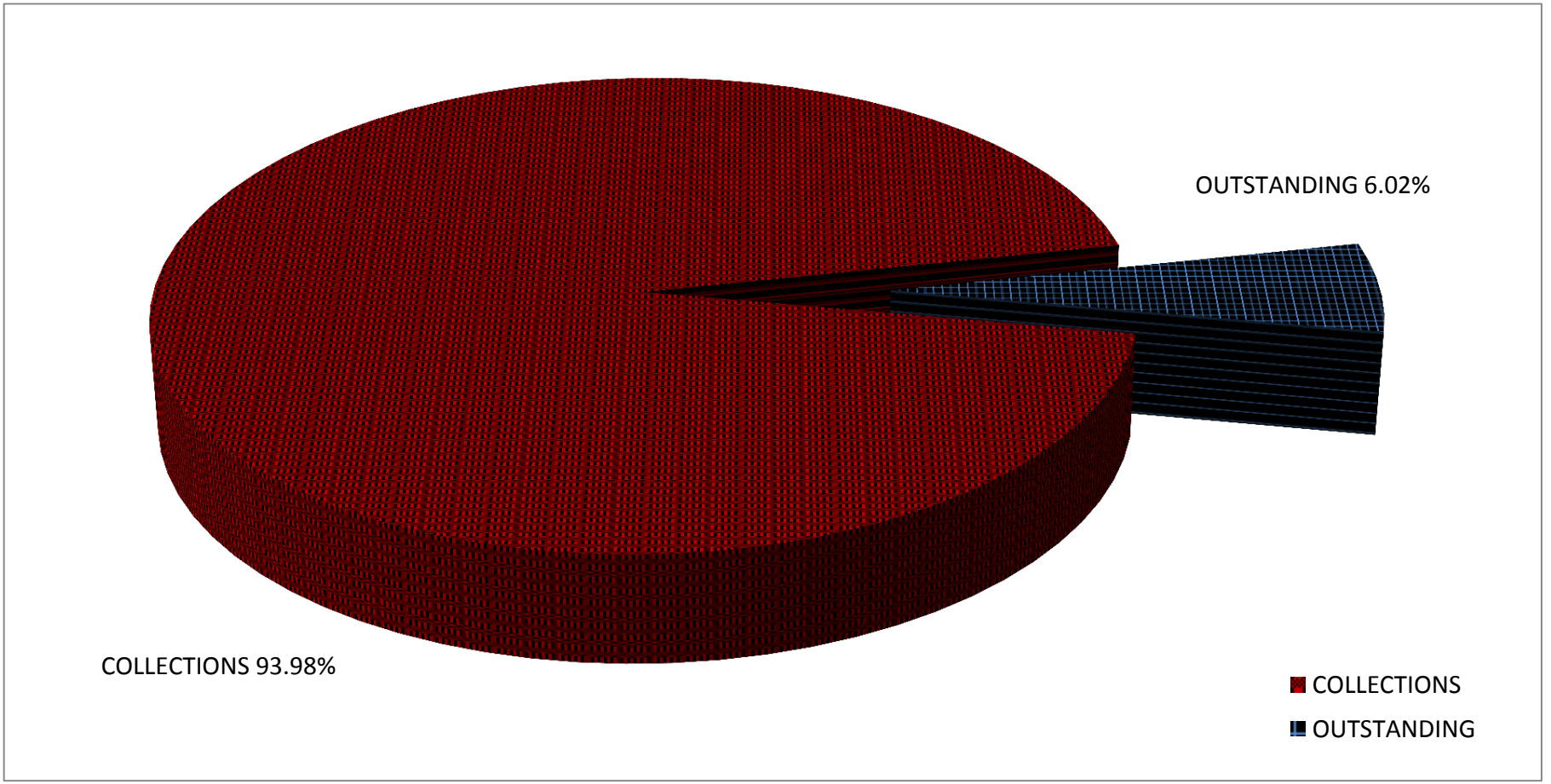


	2010	2011	2012	2013	2014
COLLECTIONS	147,294,797.46	147,059,510.44	148,463,571.56	152,712,401.60	159,097,400.84
OUTSTANDING	13,008,027.67	10,862,908.78	10,867,678.05	10,501,350.97	10,187,525.40

YEAR	ORIGINAL LEVY	MODIFICATIONS	ADJUSTED LEVY	COLLECTIONS	OUTSTANDING	PERCENT
2010	160,318,223.74	(15,398.61)	160,302,825.13	147,294,797.46	13,008,027.67	91.89%
2011	158,157,251.97	(234,832.75)	157,922,419.22	147,059,510.44	10,862,908.78	93.12%
2012	159,570,083.70	(238,834.09)	159,331,249.61	148,463,571.56	10,867,678.05	93.18%
2013	163,168,241.08	45,511.49	163,213,752.57	152,712,401.60	10,501,350.97	93.57%
2014	167,256,801.76	2,028,124.48	169,284,926.24	159,097,400.84	10,187,525.40	93.98%

Pablo "Paul" Villarreal Jr., PCC - Hidalgo County Tax Assr/Coll
Hidalgo County, Texas

HIDALGO COUNTY
2014 CURRENT TAX COLLECTION
JULY 1ST - JUNE 30TH



YEAR	ORIGINAL LEVY	MODIFICATIONS	ADJUSTED LEVY	COLLECTIONS	OUTSTANDING	PERCENT
2014	167,256,801.76	2,028,124.48	169,284,926.24	159,097,400.84	10,187,525.40	93.98%

Pablo "Paul" Villarreal Jr., PCC - Hidalgo County Tax Assr/Coll
Hidalgo County, Texas

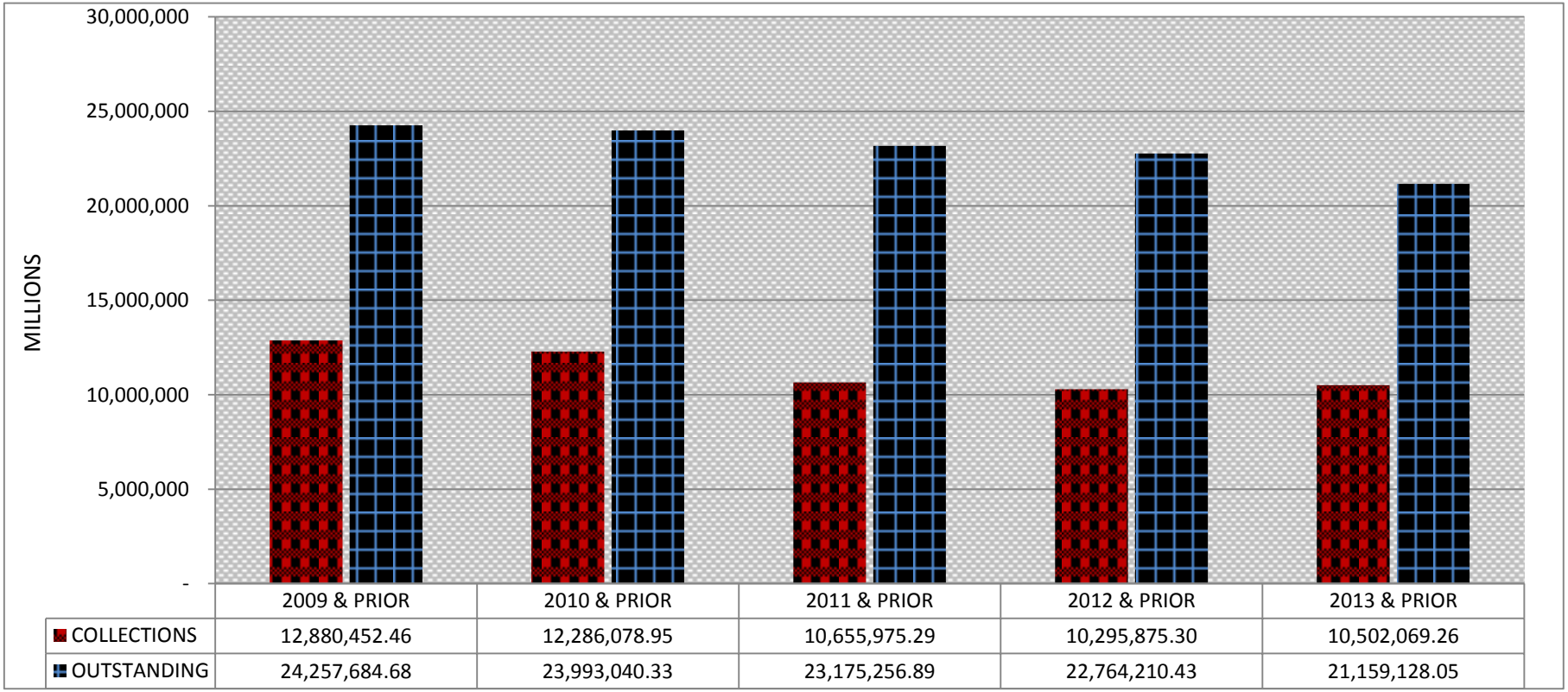
PABLO "PAUL" VILLARREAL JR., ASSESSOR/COLLECTOR

HIDALGO COUNTY

TAX COLLECTION REPORT

AD VALOREM - HIDALGO COUNTY	2013 & PRIOR	2012 & PRIOR	DIFFERENCE
DELINQUENT			
ORIGINAL LEVY	33,265,561.40	34,042,934.94	(777,373.54)
MODIFICATIONS	(1,604,364.09)	(982,849.21)	(621,514.88)
DELINQUENT LEVY	31,661,197.31	33,060,085.73	(1,398,888.42)
DELINQUENT COLLECTIONS THIS MONTH	630,407.50	712,805.66	(82,398.16)
DELINQUENT COLLECTIONS TO DATE	10,502,069.26	10,295,875.30	206,193.96
OUTSTANDING TO DATE	21,159,128.05	22,764,210.43	(1,605,082.38)
PERCENT COLLECTED/ORIGINAL	31.57%	30.24%	1.33%
PERCENT COLLECTED/MODIFIED	33.17%	31.14%	2.03%
TOTAL COLLECTIONS FISCAL YEAR	10,502,069.26	10,295,875.30	

HIDALGO COUNTY DELINQUENT TAX COLLECTION
5-YEAR COMPARISON CHART
JULY 1ST - JUNE 30TH



YEAR	ORIGINAL LEVY	MODIFICATIONS	ADJUSTED LEVY	COLLECTIONS	OUTSTANDING	PERCENT
2009 & PRIOR	38,313,467.69	(1,175,330.55)	37,138,137.14	12,880,452.46	24,257,684.68	34.68%
2010 & PRIOR	37,265,712.35	(986,593.07)	36,279,119.28	12,286,078.95	23,993,040.33	33.87%
2011 & PRIOR	34,855,949.11	(1,024,716.93)	33,831,232.18	10,655,975.29	23,175,256.89	31.50%
2012 & PRIOR	34,042,934.94	(982,849.21)	33,060,085.73	10,295,875.30	22,764,210.43	31.14%
2013 & PRIOR	33,265,561.40	(1,604,364.09)	31,661,197.31	10,502,069.26	21,159,128.05	33.17%

Pablo "Paul" Villarreal Jr., PCC - Hidalgo County Tax Assr/Coll
Hidalgo County, Texas

PABLO "PAUL" VILLARREAL JR., ASSESSOR/COLLECTOR

HIDALGO COUNTY

TAX COLLECTION REPORT

AD VALOREM - HIDALGO COUNTY	2014-2015	2013-2014	DIFFERENCE
ROLLBACK			
ORIGINAL LEVY	244,763.41	292,684.53	(47,921.12)
MODIFICATIONS	433,550.37	383,847.88	49,702.49
ROLLBACK LEVY	678,313.78	676,532.41	1,781.37
ROLLBACK COLLECTIONS THIS MONTH	25,269.91	35,343.89	(10,073.98)
ROLLBACK COLLECTIONS TO DATE	577,919.35	431,769.00	146,150.35
OUTSTANDING TO DATE	100,394.43	244,763.41	(144,368.98)
PERCENT COLLECTED/ORIGINAL	236.11%	147.52%	88.59%
PERCENT COLLECTED/MODIFIED	85.20%	63.82%	21.38%
TOTAL COLLECTIONS FISCAL YEAR	577,919.35	431,769.00	

PART 4

RECAP REPORT

JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	28,613,115,990	351,434,503	28,964,550,493	0.590000	169,284,926.24	293,371

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2014	167,256,801.76	2,028,124.48	2,028,124.48	159,097,400.84	159,097,400.84	10,187,525.40	93.98	8,454.04-
ADJUSTMENT REFUNDS		205,625.37-	205,625.37-					
2013	10,501,350.97	421,283.92-	421,283.92-	5,557,476.90	5,557,476.90	4,522,590.15	55.13	40,077.75-
ADJUSTMENT REFUNDS		220,554.64-	220,554.64-					
2012	4,979,298.24	234,757.30-	234,757.30-	1,683,260.08	1,683,260.08	3,061,280.86	35.48	49,652.11-
ADJUSTMENT REFUNDS		60,836.58-	60,836.58-					
2011	3,260,510.03	85,024.36-	85,024.36-	881,974.41	881,974.41	2,293,511.26	27.77	51,887.37-
ADJUSTMENT REFUNDS		21,527.26-	21,527.26-					
2010	2,746,124.92	77,044.74-	77,044.74-	646,845.70	646,845.70	2,022,234.48	24.23	54,828.72-
ADJUSTMENT REFUNDS		14,134.91-	14,134.91-					
2009	2,313,587.41	192,249.59-	192,249.59-	473,386.89	473,386.89	1,647,950.93	22.32	54,805.21-
ADJUSTMENT REFUNDS		8,736.44-	8,736.44-					
2008	1,748,286.35	43,370.28-	43,370.28-	360,130.76	360,130.76	1,344,785.31	21.12	44,101.71-
ADJUSTMENT REFUNDS		233.68-	233.68-					
2007	1,426,545.18	45,661.85-	45,661.85-	247,282.20	247,282.20	1,133,601.13	17.91	33,794.24-
ADJUSTMENT REFUNDS		2,021.28-	2,021.28-					
2006	1,074,118.87	37,924.29-	37,924.29-	138,369.52	138,369.52	897,825.06	13.35	29,411.94-
ADJUSTMENT REFUNDS		54.43-	54.43-					
2005	888,882.07	34,703.38-	34,703.38-	100,626.69	100,626.69	753,552.00	11.78	25,901.42-
ADJUSTMENT REFUNDS		95.92-	95.92-					
2004	790,801.13	39,341.20-	39,341.20-	83,333.81	83,333.81	668,126.12	11.09	24,261.38-
ADJUSTMENT REFUNDS		146.25-	146.25-					
2003	611,900.93	34,639.15-	34,639.15-	65,588.89	65,588.89	511,672.89	11.36	17,286.07-
2002	551,283.48	36,292.42-	36,292.42-	55,742.17	55,742.17	459,248.89	10.82	19,806.84-
2001	458,161.80	65,272.49-	65,272.49-	41,798.92	41,798.92	351,090.39	10.64	17,824.55-
2000	381,191.64	38,060.46-	38,060.46-	33,413.04	33,413.04	309,718.14	9.74	16,069.81-
1999	271,746.97	28,469.24-	28,469.24-	25,383.46	25,383.46	217,894.27	10.43	11,781.11-
1998	241,753.72	21,536.79-	21,536.79-	25,689.02	25,689.02	194,527.91	11.67	6,314.31-
1997	217,966.21	23,777.69-	23,777.69-	22,430.39	22,430.39	171,758.13	11.55	5,132.39-
1996	179,584.96	23,508.50-	23,508.50-	15,963.62	15,963.62	140,112.84	10.23	4,193.28-
1995	158,570.56	24,357.31-	24,357.31-	12,411.81	12,411.81	121,801.44	9.25	3,260.40-
1994	129,389.81	21,498.78-	21,498.78-	9,956.61	9,956.61	97,934.42	9.23	2,053.63-
1993	334,506.15	75,590.35-	75,590.35-	21,004.37	21,004.37	237,911.43	8.11	6,562.36-
****	200,522,363.16	423,760.39	423,760.39	169,599,470.10	169,599,470.10	31,346,653.45		527,460.64-
ADJUSTMENT REFUNDS		533,966.76-	533,966.76-					

FISCAL START: 07/01/2014 END: 06/30/2015 JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	28,613,115,990	351,434,503	28,964,550,493	00.590000	169,284,926.24	293,371

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2014	167,256,801.76	2,028,124.48	2,028,124.48	159,097,400.84	159,097,400.84	10,187,525.40	93.98	8,454.04-
2013	10,501,350.97	421,283.92-	421,283.92-	5,557,476.90	5,557,476.90	4,522,590.15	55.13	40,077.75-
2012	4,979,298.24	234,757.30-	234,757.30-	1,683,260.08	1,683,260.08	3,061,280.86	35.48	49,652.11-
2011	3,260,510.03	85,024.36-	85,024.36-	881,974.41	881,974.41	2,293,511.26	27.77	51,887.37-
2010	2,746,124.92	77,044.74-	77,044.74-	646,845.70	646,845.70	2,022,234.48	24.23	54,828.72-
2009	2,313,587.41	192,249.59-	192,249.59-	473,386.89	473,386.89	1,647,950.93	22.32	54,805.21-
2008	1,748,286.35	43,370.28-	43,370.28-	360,130.76	360,130.76	1,344,785.31	21.12	44,101.71-
2007	1,426,545.18	45,661.85-	45,661.85-	247,282.20	247,282.20	1,133,601.13	17.91	33,794.24-
2006	1,074,118.87	37,924.29-	37,924.29-	138,369.52	138,369.52	897,825.06	13.35	29,411.94-
2005	888,882.07	34,703.38-	34,703.38-	100,626.69	100,626.69	753,552.00	11.78	25,901.42-
2004	790,801.13	39,341.20-	39,341.20-	83,333.81	83,333.81	668,126.12	11.09	24,261.38-
2003	611,900.93	34,639.15-	34,639.15-	65,588.89	65,588.89	511,672.89	11.36	17,286.07-
2002	551,283.48	36,292.42-	36,292.42-	55,742.17	55,742.17	459,248.89	10.82	19,806.84-
2001	458,161.80	65,272.49-	65,272.49-	41,798.92	41,798.92	351,090.39	10.64	17,824.55-
2000	381,191.64	38,060.46-	38,060.46-	33,413.04	33,413.04	309,718.14	9.74	16,069.81-
1999	271,746.97	28,469.24-	28,469.24-	25,383.46	25,383.46	217,894.27	10.43	11,781.11-
1998	241,753.72	21,536.79-	21,536.79-	25,689.02	25,689.02	194,527.91	11.67	6,314.31-
1997	217,966.21	23,777.69-	23,777.69-	22,430.39	22,430.39	171,758.13	11.55	5,132.39-
1996	179,584.96	23,508.50-	23,508.50-	15,963.62	15,963.62	140,112.84	10.23	4,193.28-
1995	158,570.56	24,357.31-	24,357.31-	12,411.81	12,411.81	121,801.44	9.25	3,260.40-
1994	129,389.81	21,498.78-	21,498.78-	9,956.61	9,956.61	97,934.42	9.23	2,053.63-
1993	334,506.15	75,590.35-	75,590.35-	21,004.37	21,004.37	237,911.43	8.11	6,562.36-
****	200,522,363.16	423,760.39	423,760.39	169,599,470.10	169,599,470.10	31,346,653.45		527,460.64-

JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.590000	11,227.48	2

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2014	0.00	11,227.48	11,227.48	0.00	0.00	11,227.48		0.00
ADJUSTMENT	REFUNDS	205,625.37-	205,625.37-					
2013	16,310.04	75,470.10	75,470.10	75,402.89	75,402.89	16,377.25	82.16	0.00
ADJUSTMENT	REFUNDS	220,554.64-	220,554.64-					
2012	41,222.57	73,719.15	73,719.15	97,272.96	97,272.96	17,668.76	84.63	0.00
ADJUSTMENT	REFUNDS	60,836.58-	60,836.58-					
2011	51,144.02	80,819.49	80,819.49	110,690.35	110,690.35	21,273.16	83.88	0.00
ADJUSTMENT	REFUNDS	21,527.26-	21,527.26-					
2010	43,889.40	111,376.88	111,376.88	133,893.57	133,893.57	21,372.71	86.23	0.00
ADJUSTMENT	REFUNDS	14,134.91-	14,134.91-					
2009	45,843.26	88,809.45	88,809.45	127,649.12	127,649.12	7,003.59	94.80	0.00
ADJUSTMENT	REFUNDS	8,736.44-	8,736.44-					
2008	32,495.91	6,836.03-	6,836.03-	23,915.32	23,915.32	1,744.56	93.20	0.00
ADJUSTMENT	REFUNDS	233.68-	233.68-					
2007	7,647.30	516.56-	516.56-	5,789.97	5,789.97	1,340.77	81.20	0.00
ADJUSTMENT	REFUNDS	2,021.28-	2,021.28-					
2006	2,623.32	519.59-	519.59-	1,572.71	1,572.71	531.02	74.76	0.00
ADJUSTMENT	REFUNDS	54.43-	54.43-					
2005	1,652.94	.00	0.00	1,335.47	1,335.47	317.47	80.79	0.00
ADJUSTMENT	REFUNDS	95.92-	95.92-					
2004	337.67	.00	0.00	0.00	0.00	337.67		0.00
ADJUSTMENT	REFUNDS	146.25-	146.25-					
2003	248.87	.00	0.00	0.00	0.00	248.87		0.00
2002	100.56	.00	0.00	0.00	0.00	100.56		0.00
2001	396.99	.00	0.00	396.99	396.99	0.00		0.00
1997	0.00	.00	0.00	0.00	0.00	0.00		0.00
1994	850.56	.00	0.00	0.00	0.00	850.56		0.00
****	244,763.41	433,550.37	433,550.37	577,919.35	577,919.35	100,394.43		0.00
ADJUSTMENT	REFUNDS	533,966.76-	533,966.76-					

FISCAL START: 07/01/2014 END: 06/30/2015 JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.590000	11,227.48	2

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2014	0.00	11,227.48	11,227.48	0.00	0.00	11,227.48		0.00
2013	16,310.04	75,470.10	75,470.10	75,402.89	75,402.89	16,377.25	82.16	0.00
2012	41,222.57	73,719.15	73,719.15	97,272.96	97,272.96	17,668.76	84.63	0.00
2011	51,144.02	80,819.49	80,819.49	110,690.35	110,690.35	21,273.16	83.88	0.00
2010	43,889.40	111,376.88	111,376.88	133,893.57	133,893.57	21,372.71	86.23	0.00
2009	45,843.26	88,809.45	88,809.45	127,649.12	127,649.12	7,003.59	94.80	0.00
2008	32,495.91	6,836.03-	6,836.03-	23,915.32	23,915.32	1,744.56	93.20	0.00
2007	7,647.30	516.56-	516.56-	5,789.97	5,789.97	1,340.77	81.20	0.00
2006	2,623.32	519.59-	519.59-	1,572.71	1,572.71	531.02	74.76	0.00
2005	1,652.94	.00	0.00	1,335.47	1,335.47	317.47	80.79	0.00
2004	337.67	.00	0.00	0.00	0.00	337.67		0.00
2003	248.87	.00	0.00	0.00	0.00	248.87		0.00
2002	100.56	.00	0.00	0.00	0.00	100.56		0.00
2001	396.99	.00	0.00	396.99	396.99	0.00		0.00
1997	0.00	.00	0.00	0.00	0.00	0.00		0.00
1994	850.56	.00	0.00	0.00	0.00	850.56		0.00
****	244,763.41	433,550.37	433,550.37	577,919.35	577,919.35	100,394.43		0.00

JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	28,613,115,990	351,434,503	28,964,550,493	0.590000	169,296,153.72	293,373

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2014	167,256,801.76	2,039,351.96	2,039,351.96	159,097,400.84	159,097,400.84	10,198,752.88	93.98	8,454.04-
ADJUSTMENT REFUNDS		205,625.37-	205,625.37-					
2013	10,517,661.01	345,813.82-	345,813.82-	5,632,879.79	5,632,879.79	4,538,967.40	55.38	40,077.75-
ADJUSTMENT REFUNDS		220,554.64-	220,554.64-					
2012	5,020,520.81	161,038.15-	161,038.15-	1,780,533.04	1,780,533.04	3,078,949.62	36.64	49,652.11-
ADJUSTMENT REFUNDS		60,836.58-	60,836.58-					
2011	3,311,654.05	4,204.87-	4,204.87-	992,664.76	992,664.76	2,314,784.42	30.01	51,887.37-
ADJUSTMENT REFUNDS		21,527.26-	21,527.26-					
2010	2,790,014.32	34,332.14	34,332.14	780,739.27	780,739.27	2,043,607.19	27.64	54,828.72-
ADJUSTMENT REFUNDS		14,134.91-	14,134.91-					
2009	2,359,430.67	103,440.14-	103,440.14-	601,036.01	601,036.01	1,654,954.52	26.64	54,805.21-
ADJUSTMENT REFUNDS		8,736.44-	8,736.44-					
2008	1,780,782.26	50,206.31-	50,206.31-	384,046.08	384,046.08	1,346,529.87	22.19	44,101.71-
ADJUSTMENT REFUNDS		233.68-	233.68-					
2007	1,434,192.48	46,178.41-	46,178.41-	253,072.17	253,072.17	1,134,941.90	18.23	33,794.24-
ADJUSTMENT REFUNDS		2,021.28-	2,021.28-					
2006	1,076,742.19	38,443.88-	38,443.88-	139,942.23	139,942.23	898,356.08	13.48	29,411.94-
ADJUSTMENT REFUNDS		54.43-	54.43-					
2005	890,535.01	34,703.38-	34,703.38-	101,962.16	101,962.16	753,869.47	11.91	25,901.42-
ADJUSTMENT REFUNDS		95.92-	95.92-					
2004	791,138.80	39,341.20-	39,341.20-	83,333.81	83,333.81	668,463.79	11.08	24,261.38-
ADJUSTMENT REFUNDS		146.25-	146.25-					
2003	612,149.80	34,639.15-	34,639.15-	65,588.89	65,588.89	511,921.76	11.36	17,286.07-
2002	551,384.04	36,292.42-	36,292.42-	55,742.17	55,742.17	459,349.45	10.82	19,806.84-
2001	458,558.79	65,272.49-	65,272.49-	42,195.91	42,195.91	351,090.39	10.73	17,824.55-
2000	381,191.64	38,060.46-	38,060.46-	33,413.04	33,413.04	309,718.14	9.74	16,069.81-
1999	271,746.97	28,469.24-	28,469.24-	25,383.46	25,383.46	217,894.27	10.43	11,781.11-
1998	241,753.72	21,536.79-	21,536.79-	25,689.02	25,689.02	194,527.91	11.67	6,314.31-
1997	217,966.21	23,777.69-	23,777.69-	22,430.39	22,430.39	171,758.13	11.55	5,132.39-
1996	179,584.96	23,508.50-	23,508.50-	15,963.62	15,963.62	140,112.84	10.23	4,193.28-
1995	158,570.56	24,357.31-	24,357.31-	12,411.81	12,411.81	121,801.44	9.25	3,260.40-
1994	130,240.37	21,498.78-	21,498.78-	9,956.61	9,956.61	98,784.98	9.16	2,053.63-
1993	334,506.15	75,590.35-	75,590.35-	21,004.37	21,004.37	237,911.43	8.11	6,562.36-
****	200,767,126.57	857,310.76	857,310.76	170,177,389.45	170,177,389.45	31,447,047.88		527,460.64-
ADJUSTMENT REFUNDS		533,966.76-	533,966.76-					

FISCAL START: 07/01/2014 END: 06/30/2015 JURISDICTION: 0001 HIDALGO COUNTY

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	28,613,115,990	351,434,503	28,964,550,493	00.590000	169,296,153.72	293,373

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2014	167,256,801.76	2,039,351.96	2,039,351.96	159,097,400.84	159,097,400.84	10,198,752.88	93.98	8,454.04-
2013	10,517,661.01	345,813.82-	345,813.82-	5,632,879.79	5,632,879.79	4,538,967.40	55.38	40,077.75-
2012	5,020,520.81	161,038.15-	161,038.15-	1,780,533.04	1,780,533.04	3,078,949.62	36.64	49,652.11-
2011	3,311,654.05	4,204.87-	4,204.87-	992,664.76	992,664.76	2,314,784.42	30.01	51,887.37-
2010	2,790,014.32	34,332.14	34,332.14	780,739.27	780,739.27	2,043,607.19	27.64	54,828.72-
2009	2,359,430.67	103,440.14-	103,440.14-	601,036.01	601,036.01	1,654,954.52	26.64	54,805.21-
2008	1,780,782.26	50,206.31-	50,206.31-	384,046.08	384,046.08	1,346,529.87	22.19	44,101.71-
2007	1,434,192.48	46,178.41-	46,178.41-	253,072.17	253,072.17	1,134,941.90	18.23	33,794.24-
2006	1,076,742.19	38,443.88-	38,443.88-	139,942.23	139,942.23	898,356.08	13.48	29,411.94-
2005	890,535.01	34,703.38-	34,703.38-	101,962.16	101,962.16	753,869.47	11.91	25,901.42-
2004	791,138.80	39,341.20-	39,341.20-	83,333.81	83,333.81	668,463.79	11.08	24,261.38-
2003	612,149.80	34,639.15-	34,639.15-	65,588.89	65,588.89	511,921.76	11.36	17,286.07-
2002	551,384.04	36,292.42-	36,292.42-	55,742.17	55,742.17	459,349.45	10.82	19,806.84-
2001	458,558.79	65,272.49-	65,272.49-	42,195.91	42,195.91	351,090.39	10.73	17,824.55-
2000	381,191.64	38,060.46-	38,060.46-	33,413.04	33,413.04	309,718.14	9.74	16,069.81-
1999	271,746.97	28,469.24-	28,469.24-	25,383.46	25,383.46	217,894.27	10.43	11,781.11-
1998	241,753.72	21,536.79-	21,536.79-	25,689.02	25,689.02	194,527.91	11.67	6,314.31-
1997	217,966.21	23,777.69-	23,777.69-	22,430.39	22,430.39	171,758.13	11.55	5,132.39-
1996	179,584.96	23,508.50-	23,508.50-	15,963.62	15,963.62	140,112.84	10.23	4,193.28-
1995	158,570.56	24,357.31-	24,357.31-	12,411.81	12,411.81	121,801.44	9.25	3,260.40-
1994	130,240.37	21,498.78-	21,498.78-	9,956.61	9,956.61	98,784.98	9.16	2,053.63-
1993	334,506.15	75,590.35-	75,590.35-	21,004.37	21,004.37	237,911.43	8.11	6,562.36-
****	200,767,126.57	857,310.76	857,310.76	170,177,389.45	170,177,389.45	31,447,047.88		527,460.64-

JURISDICTION: 0011 ROAD DISTRICT #02

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	61.38	3

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1993	61.38	.39-	0.39-	0.09	0.09	60.90	.15	0.39-
****	61.38	.39-	0.39-	0.09	0.09	60.90		0.39-

FISCAL START: 07/01/2014 END: 06/30/2015 JURISDICTION: 0011 ROAD DISTRICT #02

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.000000	61.38	3

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1993	61.38	.39-	0.39-	0.09	0.09	60.90	.15	0.39-
****	61.38	.39-	0.39-	0.09	0.09	60.90		0.39-

JURISDICTION: 0011 ROAD DISTRICT #02

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	61.38	3

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1993	61.38	.39-	0.39-	0.09	0.09	60.90	.15	0.39-
****	61.38	.39-	0.39-	0.09	0.09	60.90		0.39-

FISCAL START: 07/01/2014 END: 06/30/2015 JURISDICTION: 0011 ROAD DISTRICT #02

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.000000	61.38	3

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1993	61.38	.39-	0.39-	0.09	0.09	60.90	.15	0.39-
****	61.38	.39-	0.39-	0.09	0.09	60.90		0.39-

JURISDICTION: 0012 ROAD DIST #05

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	9,133-	9,133-	0.010900	881.92	94

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1999	909.76	27.84-	27.84-	64.83	64.83	817.09	7.35	26.85-
1998	1,381.96	51.23-	51.23-	121.79	121.79	1,208.94	9.15	34.82-
1997	1,346.94	51.80-	51.80-	123.71	123.71	1,171.43	9.55	32.45-
1996	1,183.57	42.47-	42.47-	86.12	86.12	1,054.98	7.55	19.07-
1995	994.19	50.11-	50.11-	91.54	91.54	852.54	9.70	14.74-
1994	663.02	16.66-	16.66-	54.48	54.48	591.88	8.43	9.36-
1993	3,435.41	228.71-	228.71-	106.57	106.57	3,100.13	3.32	42.06-
****	9,914.85	468.82-	468.82-	649.04	649.04	8,796.99		179.35-

FISCAL START: 07/01/2014 END: 06/30/2015 JURISDICTION: 0012 ROAD DIST #05

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	9,133-	9,133-	00.010900	881.92	94

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1999	909.76	27.84-	27.84-	64.83	64.83	817.09	7.35	26.85-
1998	1,381.96	51.23-	51.23-	121.79	121.79	1,208.94	9.15	34.82-
1997	1,346.94	51.80-	51.80-	123.71	123.71	1,171.43	9.55	32.45-
1996	1,183.57	42.47-	42.47-	86.12	86.12	1,054.98	7.55	19.07-
1995	994.19	50.11-	50.11-	91.54	91.54	852.54	9.70	14.74-
1994	663.02	16.66-	16.66-	54.48	54.48	591.88	8.43	9.36-
1993	3,435.41	228.71-	228.71-	106.57	106.57	3,100.13	3.32	42.06-
****	9,914.85	468.82-	468.82-	649.04	649.04	8,796.99		179.35-

JURISDICTION: 0012 ROAD DIST #05

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	9,133-	9,133-	0.010900	881.92	94

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1999	909.76	27.84-	27.84-	64.83	64.83	817.09	7.35	26.85-
1998	1,381.96	51.23-	51.23-	121.79	121.79	1,208.94	9.15	34.82-
1997	1,346.94	51.80-	51.80-	123.71	123.71	1,171.43	9.55	32.45-
1996	1,183.57	42.47-	42.47-	86.12	86.12	1,054.98	7.55	19.07-
1995	994.19	50.11-	50.11-	91.54	91.54	852.54	9.70	14.74-
1994	663.02	16.66-	16.66-	54.48	54.48	591.88	8.43	9.36-
1993	3,435.41	228.71-	228.71-	106.57	106.57	3,100.13	3.32	42.06-
****	9,914.85	468.82-	468.82-	649.04	649.04	8,796.99		179.35-

FISCAL START: 07/01/2014 END: 06/30/2015 JURISDICTION: 0012 ROAD DIST #05

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	9,133-	9,133-	00.010900	881.92	94

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1999	909.76	27.84-	27.84-	64.83	64.83	817.09	7.35	26.85-
1998	1,381.96	51.23-	51.23-	121.79	121.79	1,208.94	9.15	34.82-
1997	1,346.94	51.80-	51.80-	123.71	123.71	1,171.43	9.55	32.45-
1996	1,183.57	42.47-	42.47-	86.12	86.12	1,054.98	7.55	19.07-
1995	994.19	50.11-	50.11-	91.54	91.54	852.54	9.70	14.74-
1994	663.02	16.66-	16.66-	54.48	54.48	591.88	8.43	9.36-
1993	3,435.41	228.71-	228.71-	106.57	106.57	3,100.13	3.32	42.06-
****	9,914.85	468.82-	468.82-	649.04	649.04	8,796.99		179.35-

JURISDICTION: 0014 ROAD DISTRICT #11

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	3.33	0

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1993	3.33	.00	0.00	0.00	0.00	3.33		0.00
****	3.33	.00	0.00	0.00	0.00	3.33		0.00

FISCAL START: 07/01/2014 END: 06/30/2015 JURISDICTION: 0014 ROAD DISTRICT #11

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.000000	3.33	0

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1993	3.33	.00	0.00	0.00	0.00	3.33		0.00
****	3.33	.00	0.00	0.00	0.00	3.33		0.00

JURISDICTION: 0014 ROAD DISTRICT #11

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	3.33	0

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1993	3.33	.00	0.00	0.00	0.00	3.33		0.00
****	3.33	.00	0.00	0.00	0.00	3.33		0.00

FISCAL START: 07/01/2014 END: 06/30/2015 JURISDICTION: 0014 ROAD DISTRICT #11

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.000000	3.33	0

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1993	3.33	.00	0.00	0.00	0.00	3.33		0.00
****	3.33	.00	0.00	0.00	0.00	3.33		0.00

JURISDICTION: 0017 ROAD DISTRICT #15

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.005000	965.52	295

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1993	1,192.72	227.20-	227.20-	50.65	50.65	914.87	5.25	61.34-
****	1,192.72	227.20-	227.20-	50.65	50.65	914.87		61.34-

FISCAL START: 07/01/2014 END: 06/30/2015 JURISDICTION: 0017 ROAD DISTRICT #15

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.005000	965.52	295

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1993	1,192.72	227.20-	227.20-	50.65	50.65	914.87	5.25	61.34-
****	1,192.72	227.20-	227.20-	50.65	50.65	914.87		61.34-

JURISDICTION: 0017 ROAD DISTRICT #15

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.005000	965.52	295

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1993	1,192.72	227.20-	227.20-	50.65	50.65	914.87	5.25	61.34-
****	1,192.72	227.20-	227.20-	50.65	50.65	914.87		61.34-

FISCAL START: 07/01/2014 END: 06/30/2015 JURISDICTION: 0017 ROAD DISTRICT #15

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.005000	965.52	295

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1993	1,192.72	227.20-	227.20-	50.65	50.65	914.87	5.25	61.34-
****	1,192.72	227.20-	227.20-	50.65	50.65	914.87		61.34-

JURISDICTION: 0095 STATE OF TEXAS

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	24.77	0

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1993	24.77	.00	0.00	0.00	0.00	24.77		0.00
****	24.77	.00	0.00	0.00	0.00	24.77		0.00

FISCAL START: 07/01/2014 END: 06/30/2015 JURISDICTION: 0095 STATE OF TEXAS

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.000000	24.77	0

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1993	24.77	.00	0.00	0.00	0.00	24.77		0.00
****	24.77	.00	0.00	0.00	0.00	24.77		0.00

JURISDICTION: 0095 STATE OF TEXAS

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	0.000000	24.77	0

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1993	24.77	.00	0.00	0.00	0.00	24.77		0.00
****	24.77	.00	0.00	0.00	0.00	24.77		0.00

FISCAL START: 07/01/2014 END: 06/30/2015 JURISDICTION: 0095 STATE OF TEXAS

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	0	0	0	00.000000	24.77	0

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
1993	24.77	.00	0.00	0.00	0.00	24.77		0.00
****	24.77	.00	0.00	0.00	0.00	24.77		0.00

PART 5

REMITTANCES

TC298-D SELECTION: DEPOSIT DEPOSIT DISTRIBUTION INCLUDES AG ROLLBACK

RECEIPT DATE: ALL FROM: 02/22/2015 THRU 02/22/2015

JURISDICTION: 0001 HIDALGO COUNTY

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2014	M & O	.530800	822,254.90	.00	139,903.06	.00	962,157.96	.00	.00	.00	962,157.96
	I & S	.059200	91,706.00	.00	15,603.49	.00	107,309.49	.00	.00	.00	107,309.49
	TOTAL	.590000	913,960.90	.00	155,506.55	.00	1,069,467.45	.00	.00	.00	1,069,467.45
ALL	M & O		822,254.90	.00	139,903.06	.00	962,157.96	.00	.00	.00	962,157.96
ALL	I & S		91,706.00	.00	15,603.49	.00	107,309.49	.00	.00	.00	107,309.49
ALL	TOTAL		913,960.90	.00	155,506.55	.00	1,069,467.45	.00	.00	.00	1,069,467.45
DLQ	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00
DLQ	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00
DLQ	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00
CURR	M & O		822,254.90	.00	139,903.06	.00	962,157.96	.00	.00	.00	962,157.96
CURR	I & S		91,706.00	.00	15,603.49	.00	107,309.49	.00	.00	.00	107,309.49
CURR	TOTAL		913,960.90	.00	155,506.55	.00	1,069,467.45	.00	.00	.00	1,069,467.45

AI-51190 **Constables** **9. A.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Constable Celestino Avila, Jr., CONSTABLE PCT. #1

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
Requesting approval of the Amendment No. XXI to Texas 1033 Surplus Property Program between the Texas 1033 Surplus Property Program and Hidalgo County Constable Precinct 1 Department. The purpose of the Amendment is to adhere program changes.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

The purpose of the Amendment is to adhere program changes.

Attachments

Amendment Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:51 PM
Manuel Chapa	Manuel Chapa	09/04/2015 04:05 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Joe Espinoza		Started On: 09/02/2015 08:20 AM
Final Approval Date: 09/11/2015		

XXI. Amendment

A. As of November 7, 2014, the DLA LESO implemented policy and procedural changes which place additional controls on certain excess DOD property with Demilitarization codes of Q (with an Integrity Code of 6) and that now require additional documentation that must accompany requests for specific controllable property. This amends the Law Enforcement Agencies (LEA) responsibilities within the existing State Plan of Operation (SPO) between the State of Texas and the LEA listed in the SPO. This Amendment is effective immediately.

The LEA will adhere to the following program changes.

1. With all requests for Tactical Vehicles, Aircraft and Weapons, the State and/or LEA must certify that they have a training plan which covers the use of the requested equipment. Requests without this supporting documentation will not be approved.

2. The Demilitarization Code of "Q" with Integrity Code of "6" has been considered to be Commerce Control List items (cannot be exported) and is considered controllable property by the Department of Defense and DLA. This replaces any language of the current SPO that refers to the property with a DEMIL code of Q6.

The aforementioned changes to the State Plan of Operation (SPO) are acknowledged and accepted by the following individuals:

Hidalgo County Constable Pct. 1
Type/Print Agency Name

Celestino Avila Jr.
Type/Print Chief Executive Official Name

Chief Executive Official Signature

09-02-2015
Date (MM/DD/YYYY)

SKYLOR HEARN
Type/Print State Coordinator Name

State Coordinator Signature

Date (MM/DD/YYYY)

AI-51195 **Constables** **9. B.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Constable Celestino Avila, Jr., CONSTABLE PCT. #1

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. 1 - LBSP FY16 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY16 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through egrants.
2. Authorization for County Judge, as authorized official, to sign application through electronic means under egrants as authorized official.

BACKGROUND

Grant will be administered by the Office of the Governor's Homeland Security Grants
Division (HSGD).
The period of performance is 10/01/2015 - 08/31/2016.

Fiscal Impact

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

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

BUDGETARY IMPACT:

County fiscal/calendar year: 5
Grant fiscal year: 16
Account fiscal year: 6
Grant period: October 1, 2015 through August 31, 2016

Approval to apply...
EXPENDITURE ACCOUNT: 5-1284-421-00-291-080-6-XXX CONST PCT1 LBSP
REVENUE ACCOUNT: 5-1284-334-10-291-080-6-000 CONST PCT1

LBSP-REVENUES

No Matching Funds Required

The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compensation fringe benefits. All other fringe benefits will
be reclassified to the Constable Precinct No. 1 general fund account (5-1100-421-00-291-001-0-XXX).

Attachments

backup
RFA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:52 PM
Manuel Chapa	Manuel Chapa	09/08/2015 03:02 PM
Auditor's Office	Debbie Tamez	09/11/2015 10:47 AM
Manuel Chapa	Manuel Chapa	09/11/2015 03:39 PM
Purchasing Department	Marty Salazar	09/11/2015 04:47 PM
Form Started By: Joe Espinoza		Started On: 09/02/2015 10:18 AM
Final Approval Date: 09/11/2015		

Print This Page

Agency Name: Hidalgo County Constable Pct. 1
Grant/App: 2997501 **Start Date:** 10/1/2015 **End Date:** 8/31/2016

Project Title: LBSP 2016
Status: Application Pending Submission

Profile Information

Applicant Agency Name: Hidalgo County Constable Pct. 1
Project Title: LBSP 2016
Division or Unit to Administer the Project: Hidalgo County Constable Pct. 1
Address Line 1: 1900 Joe Stephens
Address Line 2:
City/State/Zip: Weslaco Texas 78599
Start Date: 10/1/2015
End Date: 8/31/2016

Regional Council of Goverments(COG) within the Project's Impact Area: Lower Rio Grande Valley Development Council
Headquarter County: Hidalgo
Counties within Project's Impact Area: Hidalgo

Grant Officials:
Authorized Official
User Name: Ramon Garcia
Email: ramon.garcia@co.hidalgo.tx.us
Address 1: 302 W. University
Address 1:
City: Edinburg, Texas 78539
Phone: 956-318-2600 Other Phone:
Fax: 956-318-2699
Title: Mr.
Salutation: Judge
Position: Hidalgo County Judge

Project Director
User Name: Joe Espinosa
Email: joe.espinosa@co.hidalgo.tx.us
Address 1: 1902 Joe Stephens Ave Suite 303
Address 1:
City: Weslaco, Texas 78596
Phone: 956-447-3775 Other Phone: 956-246-8152
Fax: 956-447-8614
Title: Mr.
Salutation: Constable
Position: Deputy Constable

Financial Official
User Name: Ray Eufracio
Email: ray.eufracio@auditor.co.hidalgo.tx.us
Address 1: 2808 S. Business Hwy 281
Address 1:
City: Edinburg, Texas 78539
Phone: 956-318-2511 Other Phone: 956-318-2535
Fax: 956-318-2577
Title: Mr.
Salutation: Mr.
Position: County Auditor

Grant Writer
User Name: Joe Espinosa
Email: joe.espinosa@co.hidalgo.tx.us

Address 1: 1902 Joe Stephens Ave Suite 303
Address 1:
City: Weslaco, Texas 78596
Phone: 956-447-3775 Other Phone: 956-246-8152
Fax: 956-447-8614
Title: Mr.
Salutation: Constable
Position: Deputy Constable

You are logged in as **User Name**: jfespinosa

Request for Applications – Grants for Local Border Security

The Homeland Security Grants Division (HSGD) of the Governor's Office is soliciting grant applications for projects that support Operation Border Star during the 2016 grant cycle.

Purpose: The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols in an effort to deter and facilitate directed actions to interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

1) Increase the effectiveness and impact of Steady State and Surge Operations.
2) Reduce border-related criminal activity in Texas.
3) Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
4) Decrease the supply of drugs smuggled into and through Texas from Mexico.
5) Disrupt and deter operations of gang and cartel criminal organizations.
6) Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
7) Decrease use of specific areas for crime as targeted in directed action missions.
8) Increase the effectiveness of air operations mission planning and prioritization.
9) Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Patrol (USCBP) Air and Marine, TXDPS Aircraft Division, and United States Coast Guard (USCG) aviation support.
10) Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay off areas.
11) Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
12) Increase intelligence based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.

Available Funding: State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 27.

Funding Levels:
Minimum: None
Maximum: None
Match Requirement: None

Standards: Applicants must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards, and all statutes, requirements, and guidelines applicable to this funding.

Prohibitions: Grant funds may not be used to support the following services, activities, and costs:

1) regular time worked as part of the employee's normal duty period;
2) augmentees – law enforcement personnel who are not regular employees of a funded agency, but are brought on as needed to specifically cover border security operations so that there can be a force multiplier during a period of "Surge";
3) any portion of the salary of, or any other compensation for, an elected or appointed government official;
4) time spent by certified peace officers on administrative duties;

5) backfill costs for personnel participating in these operations;
6) meals if they are provided at no cost by a governmental entity or a volunteer group;
7) transportation, lodging, per diem, training fees or any related costs associated with participants who attend a training event;
8) purchase of vehicles or equipment;
9) weapons, ammunition, tasers, explosives or military vehicles;

10) postage;
11) supplanting or use of grant funds to replace any other existing federal, state or local funds;
12) inherently religious activities such as prayer, worship, religious instruction, or proselytization;
13) lobbying;
14) admission fees or tickets to any amusement park, recreational activity or sporting event;
15) promotional gifts;
16) food, meals, beverages, or other refreshments (except for per diem as allowable);
17) membership dues for individuals;
18) fundraising;
19) construction;
20) medical services;
21) legal fees; or
22) legal services for adult offenders.

Eligible Applicants:

1) Units of local government; or
2) Native American tribes
3) Eligible applicants must be located within a County within one of the six TXDPS JOIC Regions including:

a) El Paso JOIC – El Paso County.
b) Coastal Bend JOIC – Aransas County, Bee County, Calhoun County, Dewitt County, Goliad County, Gonzales County, Guadalupe County, Jackson County, Jim Wells County, Karnes County, Kleberg County, Lavaca County, Live Oak County, Matagorda County, McMullen County, Nueces County, Refugio County, San Patricio County, Victoria County, and Wharton County.
c) Marfa JOIC – Brewster County, Culberson County, Hudspeth County, Jeff Davis County, Pecos County, Presidio County, Reeves County, and Terrell County.
d) Del Rio JOIC – Dimmit County, Edwards County, Kinney County, Maverick County, Real County, Uvalde County, Val Verde County, and Zavala County.
e) Laredo JOIC – Duval County, Frio County, Jim Hogg County, La Salle County, Webb County, and Zapata County.
f) Rio Grande Valley JOIC – Brooks County, Cameron County, Hidalgo County, Kenedy County, Starr County, and Willacy County.

Eligible Costs:

1) Overtime for increased patrol and investigative capacity for certified peace officers along with limited support for other law enforcement support personnel (i.e. Communications Officers/Dispatchers, Jailers). Project Overtime (OT) shall be reimbursed following the grantee's overtime policy and the requirements as stated below:

a) OT is time actually worked that exceeds the required number of hours during an employee's designated work period.
b) OT may be worked to increase patrol and/or in an investigative capacity.

c) The project OT rate will be no more than one-and-one-half (1.5) times the employee's regular hourly rate of pay.
d) Exempt salaried employees may not be reimbursed for overtime unless the grantee's overtime policy specifically allows for this.
e) HSGD will only reimburse the grantee for OT that does not exceed a total of 16-hours (regular +OT) worked during any 24-hour period.
2) Law enforcement support personnel costs may be reimbursed up to 5% of the award or $5,000 whichever is less. These costs include:
a) Communications Officers/Dispatcher costs necessary to maintain a safe Officer to Dispatcher ratio when supporting law enforcement personnel that are on patrol and participating in border operations.
b) Jailer costs for personnel necessary to support officers that are on patrol and participating in border operations.
3) Certain operational costs incurred as part of these overtime patrols and investigations may be reimbursed, such as mileage while traveling in a government vehicle or fuel, transportation, lodging, per diem, or additional costs for minor emergency repairs as described below.
a) The cost of fuel, if mileage is not claimed, and lubricants for vehicles, aircraft, boats, generators, and similar equipment, used during the pay period in which the OT is worked.
b) The cost of consumables, such as flashlight and radio batteries, film, flares, and first aid supplies which are used during the operation can be replaced, provided that these items are replaced within the time frame of the operation.
c) The cost of minor emergency repairs, such as tire repair or fan belt replacement, to vehicles or equipment used in program operations is allowable.
d) Transportation, lodging, mileage, and per diem costs may be reimbursed for personnel who work on program activities more than 50 miles from their program duty station.
e) Costs for rentals of equipment or other services critical to success of the program, and that have been pre-approved by the HSGD, are also allowable.

Eligibility Requirements:

1) Eligible applicants must agree to perform the following activities:
a) Conduct Steady State operations and respond to calls for service.
b) Conduct enhanced law enforcement patrolling activities.
c) Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.
d) Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.
e) Report significant border related events that occur during each 24-hour period.
f) Identify significant border related trends or areas of interest that may be developed into focus areas for future operations.
g) Integrate air, ground, marine, and remote operations.
h) Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Texas Department of Public Safety's (TXDPS) Joint Operations Intelligence Centers (JOIC).
i) Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
2) Eligible applicants must agree to submit the Daily Border Incident Assessment Report (BIAR). The BIAR is the primary incident and information-reporting tool for the Grantee in local border security operations. The grantee shall ensure all BIARs conform to the respective standards outlined by the

JOIC and are submitted within the timeframes established by the JOIC. The grantee shall report all activities that are considered Steady State activities in addition to Enhanced Operation activities to the JOIC. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall LBSP mission (organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, home invasions with a border or organized crime nexus, illegal immigration, border related murders, gang related murders, or drug trafficking). Enhanced (Surge) Operations originate out of the use of LBSP funds when the local agency chooses to increase the hours of patrol or investigative bodies.

3) In order for an applicant to be eligible, the county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2009 through 2013. This requirement must be met by August 1, 2015.
4) Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the three previous years.
5) Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do).
6) Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://www.sam.gov/ and maintain an active registration throughout the grant period.

Project Period: Projects selected for funding with must begin on or after October 1, 2015 and expire on or before August 31, 2016.

Application Process: Applicants must access HSGD's grant management website at https://eGrants.gov.texas.gov to register and apply for funding. Additional requirements are included within the online application form.

Preferences: Preference will be given to applicants who demonstrate cost effective delivery of training.

Closing Date for Receipt of Applications: All applications must be certified via HSGD's grant management website on or before September 25, 2015.

Selection Process: Applications will be reviewed by HSGD staff members in consultation with TXDPS Regional JOIC representatives. HSGD will make all final funding decisions based on eligibility and operational content which includes but is not limited to the following:

1) Compliance - Past compliance with grant requirements, reporting, and information sharing.
2) Performance – Impact and effectiveness of the Applicant's participation in previous border security operations or activities and effectiveness in using grant funds awarded for border security.
3) Risk – The Applicant's need as indicated by data available on border related criminal activity, population, number of officers, and other factors.
4) Other Funding – The Applicant's history of applying for, receiving, and/or effectively utilizing other sources of funding available to support border security activities (e.g. Operation Stonegarden).

Contact Information: If additional information is needed, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

AI-51131 **Constables** **9. C.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Constable Celestino Avila, Jr., CONSTABLE PCT. #1

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. 1:
Discussion, consideration, and approval to appoint Martin Blanco Jr as Deputy Constable by Constable Celestino Avila, Constable Precinct 1 in accordance with Texas Local Government Code Section 86.011

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-291-001-0-XXX

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

BUDGETARY IMPACT:

Monies budgeted within position 291-001 Slot #0007.

Attachments

LGC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/28/2015 11:48 AM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Joe Espinoza		Started On: 08/28/2015 11:28 AM
Final Approval Date: 09/11/2015		

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 (H.B. 2120), 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 (H.B. 1588), 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) Except as provided by Subsection (c-1), 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.

(c-1) If a constable appoints more than one reserve deputy constable, the constable may execute a blanket surety bond to cover the reserve deputy constables. Instead of a reserve deputy constable executing an individual bond under Subsection (c) or the constable executing a blanket surety bond, the county may self-insure against losses that would have been covered by the bond.

(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.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 261 (H.B. 1241), Sec. 1, eff. June 17, 2011.

AI-51302 **Constables** **9. D.**

CC - REGULAR

Meeting Date: 09/15/2015

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

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. 2 - LBSP FY16 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY16 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through egrants.
2. Authorization for County Judge, as authorized official, to sign application through electronic means under egrants as authorized official.

BACKGROUND

Grant will be administered by the Office of the Governor's Homeland Security Grants
Division (HSGD).
The period of performance is 10/01/2015 - 08/31/2016.

Fiscal Impact

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

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

BUDGETARY IMPACT:

County fiscal/calendar year: 5
Grant fiscal year: 16
Account fiscal year: 6
Grant period: October 1, 2015 through August 31, 2016

Approval to apply

EXPENDITURE ACCOUNT: 5-1284-421-00-292-080-6-XXX
REVENUE ACCOUNT: 5-1284-334-10-292-080-6-000 CONST PCT2

LBSP-REVENUES

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compesation fringe benefits.
All other fringe benefits will be reclassified to the Constable Pct. 2's general fund account
(5-1100-421-00-292-001-0-XXX).

Attachments

LBSP 2016

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/10/2015 11:19 AM
Manuel Chapa	Manuel Chapa	09/11/2015 03:40 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Roxanne De La Cruz Started On: 09/10/2015 09:54 AM
Final Approval Date: 09/11/2015

Request for Applications – Grants for Local Border Security

The Homeland Security Grants Division (HSGD) of the Governor's Office is soliciting grant applications for projects that support Operation Border Star during the 2016 grant cycle.

Purpose: The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols in an effort to deter and facilitate directed actions to interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

1) Increase the effectiveness and impact of Steady State and Surge Operations.
2) Reduce border-related criminal activity in Texas.
3) Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
4) Decrease the supply of drugs smuggled into and through Texas from Mexico.
5) Disrupt and deter operations of gang and cartel criminal organizations.
6) Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
7) Decrease use of specific areas for crime as targeted in directed action missions.
8) Increase the effectiveness of air operations mission planning and prioritization.
9) Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Patrol (USCBP) Air and Marine, TXDPS Aircraft Division, and United States Coast Guard (USCG) aviation support.
10) Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay off areas.
11) Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
12) Increase intelligence based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.

Available Funding: State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 27.

Funding Levels:
Minimum: None
Maximum: None
Match Requirement: None

Standards: Applicants must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards, and all statutes, requirements, and guidelines applicable to this funding.

Prohibitions: Grant funds may not be used to support the following services, activities, and costs:

1) regular time worked as part of the employee's normal duty period;
2) augmentees – law enforcement personnel who are not regular employees of a funded agency, but are brought on as needed to specifically cover border security operations so that there can be a force multiplier during a period of "Surge";
3) any portion of the salary of, or any other compensation for, an elected or appointed government official;
4) time spent by certified peace officers on administrative duties;

5) backfill costs for personnel participating in these operations;
6) meals if they are provided at no cost by a governmental entity or a volunteer group;
7) transportation, lodging, per diem, training fees or any related costs associated with participants who attend a training event;
8) purchase of vehicles or equipment;
9) weapons, ammunition, tasers, explosives or military vehicles;

10) postage;
11) supplanting or use of grant funds to replace any other existing federal, state or local funds;
12) inherently religious activities such as prayer, worship, religious instruction, or proselytization;
13) lobbying;
14) admission fees or tickets to any amusement park, recreational activity or sporting event;
15) promotional gifts;
16) food, meals, beverages, or other refreshments (except for per diem as allowable);
17) membership dues for individuals;
18) fundraising;
19) construction;
20) medical services;
21) legal fees; or
22) legal services for adult offenders.

Eligible Applicants:

1) Units of local government; or
2) Native American tribes
3) Eligible applicants must be located within a County within one of the six TXDPS JOIC Regions including:

a) El Paso JOIC – El Paso County.
b) Coastal Bend JOIC – Aransas County, Bee County, Calhoun County, Dewitt County, Goliad County, Gonzales County, Guadalupe County, Jackson County, Jim Wells County, Karnes County, Kleberg County, Lavaca County, Live Oak County, Matagorda County, McMullen County, Nueces County, Refugio County, San Patricio County, Victoria County, and Wharton County.
c) Marfa JOIC – Brewster County, Culberson County, Hudspeth County, Jeff Davis County, Pecos County, Presidio County, Reeves County, and Terrell County.
d) Del Rio JOIC – Dimmit County, Edwards County, Kinney County, Maverick County, Real County, Uvalde County, Val Verde County, and Zavala County.
e) Laredo JOIC – Duval County, Frio County, Jim Hogg County, La Salle County, Webb County, and Zapata County.
f) Rio Grande Valley JOIC – Brooks County, Cameron County, Hidalgo County, Kenedy County, Starr County, and Willacy County.

Eligible Costs:

1) Overtime for increased patrol and investigative capacity for certified peace officers along with limited support for other law enforcement support personnel (i.e. Communications Officers/Dispatchers, Jailers). Project Overtime (OT) shall be reimbursed following the grantee's overtime policy and the requirements as stated below:

a) OT is time actually worked that exceeds the required number of hours during an employee's designated work period.
b) OT may be worked to increase patrol and/or in an investigative capacity.

c) The project OT rate will be no more than one-and-one-half (1.5) times the employee's regular hourly rate of pay.
d) Exempt salaried employees may not be reimbursed for overtime unless the grantee's overtime policy specifically allows for this.
e) HSGD will only reimburse the grantee for OT that does not exceed a total of 16-hours (regular +OT) worked during any 24-hour period.
2) Law enforcement support personnel costs may be reimbursed up to 5% of the award or $5,000 whichever is less. These costs include:
a) Communications Officers/Dispatcher costs necessary to maintain a safe Officer to Dispatcher ratio when supporting law enforcement personnel that are on patrol and participating in border operations.
b) Jailer costs for personnel necessary to support officers that are on patrol and participating in border operations.
3) Certain operational costs incurred as part of these overtime patrols and investigations may be reimbursed, such as mileage while traveling in a government vehicle or fuel, transportation, lodging, per diem, or additional costs for minor emergency repairs as described below.
a) The cost of fuel, if mileage is not claimed, and lubricants for vehicles, aircraft, boats, generators, and similar equipment, used during the pay period in which the OT is worked.
b) The cost of consumables, such as flashlight and radio batteries, film, flares, and first aid supplies which are used during the operation can be replaced, provided that these items are replaced within the time frame of the operation.
c) The cost of minor emergency repairs, such as tire repair or fan belt replacement, to vehicles or equipment used in program operations is allowable.
d) Transportation, lodging, mileage, and per diem costs may be reimbursed for personnel who work on program activities more than 50 miles from their program duty station.
e) Costs for rentals of equipment or other services critical to success of the program, and that have been pre-approved by the HSGD, are also allowable.

Eligibility Requirements:

1) Eligible applicants must agree to perform the following activities:
a) Conduct Steady State operations and respond to calls for service.
b) Conduct enhanced law enforcement patrolling activities.
c) Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.
d) Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.
e) Report significant border related events that occur during each 24-hour period.
f) Identify significant border related trends or areas of interest that may be developed into focus areas for future operations.
g) Integrate air, ground, marine, and remote operations.
h) Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Texas Department of Public Safety's (TXDPS) Joint Operations Intelligence Centers (JOIC).
i) Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
2) Eligible applicants must agree to submit the Daily Border Incident Assessment Report (BIAR). The BIAR is the primary incident and information-reporting tool for the Grantee in local border security operations. The grantee shall ensure all BIARs conform to the respective standards outlined by the

JOIC and are submitted within the timeframes established by the JOIC. The grantee shall report all activities that are considered Steady State activities in addition to Enhanced Operation activities to the JOIC. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall LBSP mission (organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, home invasions with a border or organized crime nexus, illegal immigration, border related murders, gang related murders, or drug trafficking). Enhanced (Surge) Operations originate out of the use of LBSP funds when the local agency chooses to increase the hours of patrol or investigative bodies.

3) In order for an applicant to be eligible, the county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2009 through 2013. This requirement must be met by August 1, 2015.
4) Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the three previous years.
5) Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do).
6) Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://www.sam.gov/ and maintain an active registration throughout the grant period.

Project Period: Projects selected for funding with must begin on or after October 1, 2015 and expire on or before August 31, 2016.

Application Process: Applicants must access HSGD's grant management website at https://eGrants.gov.texas.gov to register and apply for funding. Additional requirements are included within the online application form.

Preferences: Preference will be given to applicants who demonstrate cost effective delivery of training.

Closing Date for Receipt of Applications: All applications must be certified via HSGD's grant management website on or before September 25, 2015.

Selection Process: Applications will be reviewed by HSGD staff members in consultation with TXDPS Regional JOIC representatives. HSGD will make all final funding decisions based on eligibility and operational content which includes but is not limited to the following:

1) Compliance - Past compliance with grant requirements, reporting, and information sharing.
2) Performance – Impact and effectiveness of the Applicant's participation in previous border security operations or activities and effectiveness in using grant funds awarded for border security.
3) Risk – The Applicant's need as indicated by data available on border related criminal activity, population, number of officers, and other factors.
4) Other Funding – The Applicant's history of applying for, receiving, and/or effectively utilizing other sources of funding available to support border security activities (e.g. Operation Stonegarden).

Contact Information: If additional information is needed, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

AI-51299 **Constables** **9. E.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Rene Gonzalez, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 - LBSP FY16 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY16 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through egrants.
2. Authorization for County Judge, as authorized official, to sign application through electronic means under egrants as authorized official.

BACKGROUND

Grant will be administered by the Office of the Governor's Homeland Security Grants
Division (HSGD).
The period of performance is 10/01/2015 - 08/31/2016.

Fiscal Impact

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

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

BUDGETARY IMPACT:

County fiscal/calendar year: 5
Grant fiscal year: 16
Account fiscal year: 6
Grant period: October 1, 2015 through August 31, 2016

Approval to apply

EXPENDITURE ACCOUNT: 5-1284-421-00-293-080-6-XXX
REVENUE ACCOUNT: 5-1284-334-10-293-080-6-000 CONST PCT3

LBSP-REVENUES

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compesation fringe benefits.
All other fringe benefits will be reclassified to the Constable Pct. 3's general fund account
(5-1100-421-00-293-001-0-XXX).

Attachments

LBSP FY16

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/10/2015 11:18 AM
Manuel Chapa	Manuel Chapa	09/11/2015 03:40 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Raquel Ramos		Started On: 09/10/2015 09:37 AM
Final Approval Date: 09/11/2015		

Request for Applications – Grants for Local Border Security

The Homeland Security Grants Division (HSGD) of the Governor's Office is soliciting grant applications for projects that support Operation Border Star during the 2016 grant cycle.

Purpose: The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols in an effort to deter and facilitate directed actions to interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

1) Increase the effectiveness and impact of Steady State and Surge Operations.
2) Reduce border-related criminal activity in Texas.
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7) Decrease use of specific areas for crime as targeted in directed action missions.
8) Increase the effectiveness of air operations mission planning and prioritization.
9) Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Patrol (USCBP) Air and Marine, TXDPS Aircraft Division, and United States Coast Guard (USCG) aviation support.
10) Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay off areas.
11) Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
12) Increase intelligence based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.

Available Funding: State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 27.

Funding Levels:
Minimum: None
Maximum: None
Match Requirement: None

Standards: Applicants must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards, and all statutes, requirements, and guidelines applicable to this funding.

Prohibitions: Grant funds may not be used to support the following services, activities, and costs:

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3) any portion of the salary of, or any other compensation for, an elected or appointed government official;
4) time spent by certified peace officers on administrative duties;

5) backfill costs for personnel participating in these operations;
6) meals if they are provided at no cost by a governmental entity or a volunteer group;
7) transportation, lodging, per diem, training fees or any related costs associated with participants who attend a training event;
8) purchase of vehicles or equipment;
9) weapons, ammunition, tasers, explosives or military vehicles;

10) postage;
11) supplanting or use of grant funds to replace any other existing federal, state or local funds;
12) inherently religious activities such as prayer, worship, religious instruction, or proselytization;
13) lobbying;
14) admission fees or tickets to any amusement park, recreational activity or sporting event;
15) promotional gifts;
16) food, meals, beverages, or other refreshments (except for per diem as allowable);
17) membership dues for individuals;
18) fundraising;
19) construction;
20) medical services;
21) legal fees; or
22) legal services for adult offenders.

Eligible Applicants:

1) Units of local government; or
2) Native American tribes
3) Eligible applicants must be located within a County within one of the six TXDPS JOIC Regions including:

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d) Del Rio JOIC – Dimmit County, Edwards County, Kinney County, Maverick County, Real County, Uvalde County, Val Verde County, and Zavala County.
e) Laredo JOIC – Duval County, Frio County, Jim Hogg County, La Salle County, Webb County, and Zapata County.
f) Rio Grande Valley JOIC – Brooks County, Cameron County, Hidalgo County, Kenedy County, Starr County, and Willacy County.

Eligible Costs:

1) Overtime for increased patrol and investigative capacity for certified peace officers along with limited support for other law enforcement support personnel (i.e. Communications Officers/Dispatchers, Jailers). Project Overtime (OT) shall be reimbursed following the grantee's overtime policy and the requirements as stated below:

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b) Jailer costs for personnel necessary to support officers that are on patrol and participating in border operations.
3) Certain operational costs incurred as part of these overtime patrols and investigations may be reimbursed, such as mileage while traveling in a government vehicle or fuel, transportation, lodging, per diem, or additional costs for minor emergency repairs as described below.
a) The cost of fuel, if mileage is not claimed, and lubricants for vehicles, aircraft, boats, generators, and similar equipment, used during the pay period in which the OT is worked.
b) The cost of consumables, such as flashlight and radio batteries, film, flares, and first aid supplies which are used during the operation can be replaced, provided that these items are replaced within the time frame of the operation.
c) The cost of minor emergency repairs, such as tire repair or fan belt replacement, to vehicles or equipment used in program operations is allowable.
d) Transportation, lodging, mileage, and per diem costs may be reimbursed for personnel who work on program activities more than 50 miles from their program duty station.
e) Costs for rentals of equipment or other services critical to success of the program, and that have been pre-approved by the HSGD, are also allowable.

Eligibility Requirements:
1) Eligible applicants must agree to perform the following activities:
a) Conduct Steady State operations and respond to calls for service.
b) Conduct enhanced law enforcement patrolling activities.
c) Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.
d) Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.
e) Report significant border related events that occur during each 24-hour period.
f) Identify significant border related trends or areas of interest that may be developed into focus areas for future operations.
g) Integrate air, ground, marine, and remote operations.
h) Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Texas Department of Public Safety's (TXDPS) Joint Operations Intelligence Centers (JOIC).
i) Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
2) Eligible applicants must agree to submit the Daily Border Incident Assessment Report (BIAR). The BIAR is the primary incident and information-reporting tool for the Grantee in local border security operations. The grantee shall ensure all BIARs conform to the respective standards outlined by the

JOIC and are submitted within the timeframes established by the JOIC. The grantee shall report all activities that are considered Steady State activities in addition to Enhanced Operation activities to the JOIC. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall LBSP mission (organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, home invasions with a border or organized crime nexus, illegal immigration, border related murders, gang related murders, or drug trafficking). Enhanced (Surge) Operations originate out of the use of LBSP funds when the local agency chooses to increase the hours of patrol or investigative bodies.

3) In order for an applicant to be eligible, the county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2009 through 2013. This requirement must be met by August 1, 2015.
4) Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the three previous years.
5) Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do).
6) Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://www.sam.gov/ and maintain an active registration throughout the grant period.

Project Period: Projects selected for funding with must begin on or after October 1, 2015 and expire on or before August 31, 2016.

Application Process: Applicants must access HSGD's grant management website at https://eGrants.gov.texas.gov to register and apply for funding. Additional requirements are included within the online application form.

Preferences: Preference will be given to applicants who demonstrate cost effective delivery of training.

Closing Date for Receipt of Applications: All applications must be certified via HSGD's grant management website on or before September 25, 2015.

Selection Process: Applications will be reviewed by HSGD staff members in consultation with TXDPS Regional JOIC representatives. HSGD will make all final funding decisions based on eligibility and operational content which includes but is not limited to the following:

1) Compliance - Past compliance with grant requirements, reporting, and information sharing.
2) Performance – Impact and effectiveness of the Applicant's participation in previous border security operations or activities and effectiveness in using grant funds awarded for border security.
3) Risk – The Applicant's need as indicated by data available on border related criminal activity, population, number of officers, and other factors.
4) Other Funding – The Applicant's history of applying for, receiving, and/or effectively utilizing other sources of funding available to support border security activities (e.g. Operation Stonegarden).

Contact Information: If additional information is needed, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

AI-51306 **Constables** **9. F.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Raquel Ramos, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct 3 Fed Shrg-DOJ (1257):
Approval of 2015 appropriation for Const Pct3 Fed Shrg-DOJ in the total amount of $10,000.00 for various accounts.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1261-421-00-293-017-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $10,000.00 to fund various accounts.

Funding available in 1261 Fund Balance as of 9/11/15.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/10/2015 02:39 PM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Raquel Ramos		Started On: 09/10/2015 01:57 PM
Final Approval Date: 09/11/2015		

DATE: September 11, 2015

2015
Transfer

DEPARTMENT HEAD: Constable Lazaro Gallardo, Jr.

DEPARTMENT NAME: Const Pct3 Fed Shrg-DOJ

ACCOUNT NUMBER: 5-1261-421-00-293-017-0-XXX

Contact Person: Raquel Ramos **Ph#** 956-205-7031

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
5-1261-421-00-293-017-0-430	CONST. PCT 3 FED SHRG-DOJ - REPAIR & MAINT.	2,000.00
5-1261-421-00-293-017-0-583	CONST. PCT 3 FED SHRG-DOJ - TRAVEL OUT OF COUNTY	3,000.00
5-1261-421-00-293-017-0-584	CONST. PCT 3 FED SHRG-DOJ - REGISTRATION FEES	1,000.00
5-1261-421-00-293-017-0-610	CONST. PCT 3 FED SHRG-DOJ - GENERAL SUPPLIES	4,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 10,000.00

REASON: TO APPROPRIATE FUNDS RECEIVED BY HIDTA TASK FORCE. Monies to be taken from the unassigned fund balance for Fund 1261 (Acct#5-1261-258-00-000-0-000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-51186 **Constables** **9. G.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. 4:
Requesting approval of the Amendment No. XXI to Texas 1033 Surplus Property Program between the Texas 1033 Surplus Property Program and Hidalgo County Constable Precinct 4 Department. The purpose of the Amendment is to adhere program changes.

BACKGROUND

12/16/2014 - AI#47613 - Approval of continued participation to the Texas 1033 Surplus Property Program.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

The purpose of the Amendment is to adhere program changes.

Attachments

Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:50 PM
Manuel Chapa	Manuel Chapa	09/04/2015 04:05 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Nayla Munoz		Started On: 09/01/2015 03:06 PM

Final Approval Date: 09/11/2015

XXI. Amendment

A. As of November 7, 2014, the DLA LESO implemented policy and procedural changes which place additional controls on certain excess DOD property with Demilitarization codes of Q (with an Integrity Code of 6) and that now require additional documentation that must accompany requests for specific controllable property. This amends the Law Enforcement Agencies (LEA) responsibilities within the existing State Plan of Operation (SPO) between the State of Texas and the LEA listed in the SPO. This Amendment is effective immediately.

The LEA will adhere to the following program changes.

1. With all requests for Tactical Vehicles, Aircraft and Weapons, the State and/or LEA must certify that they have a training plan which covers the use of the requested equipment. Requests without this supporting documentation will not be approved.

2. The Demilitarization Code of "Q" with Integrity Code of "6" has been considered to be Commerce Control List items (cannot be exported) and is considered controllable property by the Department of Defense and DLA. This replaces any language of the current SPO that refers to the property with a DEMIL code of Q6.

The aforementioned changes to the State Plan of Operation (SPO) are acknowledged and accepted by the following individuals:

Hidalgo County Constable Pct #4
Type/Print Agency Name

Ramiro J.R. Gaitan
Type/Print Chief Executive Official Name

Chief Executive Official Signature

08/31/2015
Date (MM/DD/YYYY)

SKYLOR HEARN
Type/Print State Coordinator Name

State Coordinator Signature

Date (MM/DD/YYYY)

AI-51193 **Constables** **9. H.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. 4:
Requesting approval to reimburse Constable Atanacio "JR" Gaitan the amount of $150.21 for fuel utilizing his personal credit card being that county fuel cards have not yet been issued for the new vehicles with authority for County Treasurer to issue check after auditing procedures have been completed by County Auditor.

BACKGROUND

Acct No. 5-1100-421-00-294-001-0-626

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-294-001-0-626

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

BUDGETARY IMPACT:

Available balance as of 9-3-15 200.00

Attachments

Receipts
Affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:51 PM
Manuel Chapa	Manuel Chapa	09/03/2015 09:49 AM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Nayla Munoz		Started On: 09/02/2015 09:30 AM
Final Approval Date: 09/11/2015		

RECEIVED BY
COUNTY AUDITOR
2015 AUG 13 PM 3 47

00020 7-6-15
19046F
vin # 9046

EXXON EXPRESS PAY

EL TIGRE #11 8-7500
FG4807940001
4120 S BUS HWY 281
EDINBURG , TX
78539
07/06/2015 881085511
10:48:32 AM

XXXXXXXXXXX1000
Am Express
GAITAN/ATANACIO
INVOICE 063730
AUTH 583658

PUMP# 9
Regular 18.299G
PRICE/GAL $2.459

FUEL TOTAL $ 45.00

CREDIT $ 45.00

==========
Customer-activated Purchase/Capture
Site #: 0000000004549440
Shift Number 1
Sequence Number 30392
APPROVED 583658

RECEIVED BY
COUNTY AUDITOR

2015 AUG 13 PM 3 47

mi# ~~3000~~ 28

STK# 19047F

VIN
#9047

EXXON EXPRESS PAY

EL TIGRE #11 8-7500
FG48077940001
4120 S BUS HWY 281
EDINBURG , TX
78539
07/06/2015 881085512
10:48:37 AM

XXXXXXXXXXXX1000
Am Express
GAITAN/ATANACIO
INVOICE 063731
AUTH 582048

PUMP# 10
Regular 12.891G
PRICE/GAL $2.459

FUEL TOTAL $ 31.70

CREDIT $ 31.70

==========

Customer-activated Purchase/Capture
Site #: 0000000004549440
Shift Number 1
Sequence Number 30393
APPROVED 582048

EL TIGRE #11 8-7500
4120 S BUS HWY 281
EDINBURG TX 78539
FG48077940001

07/06/2015 10:53:49 AM
Register: 1 Trans #: 1821 Op ID: 1115
Your cashier: Cassandra

*** PREPAID RECEIPT ***

Regular CA PUMP# 8		$50.00	99
	Subtotal =	$50.00	
	Tax =	$0.00	
	Total =	$50.00	
	Change Due =	$0.00	
Credit		$50.00	

XXXXXXXXXXX1000 Am Express
GAITAN/ATANACIO
INVOICE: 063737
AUTH 542763

POS Authorization Only
Site #: 0000000004549440
Shift Number 1
Sequence Number 30399
APPROVED 542763

I will pay the total according to the terms of agreement with the card issuer.

MI 0020.3
#9045

EXXON EXPRESS PAY

l Tigre Food Store
1
120 S BUS HWY 281

EDINBURG, TX
78539
07/06/2015
10:51:32 AM

PREPAID RECEIPT

PUMP# 8
Regular 17.504
PRICE/GAL $2.45-

FUEL TOTAL $ 43.0

FINAL PURCHASE
AMOUNT RECEIPT WITH
FULL TRANSACTION
DETAIL AVAILABLE
INSIDE

EL TIGRE #11 8-7500
4120 S BUS HWY 281
EDINBURG TX 78539
FG48077940001

07/06/2015 10:59:10 AM
Register: 1 Trans #: 1826 Op ID: 1115
Your cashier: Cassandra

Regular CA PUMP# 8			
17.504 GAL @ $ 2.459/GAL		$43.04	99
	Subtotal =	$43.04	
	Tax =	$0.00	
	Total =	$43.04	
	Change Due =	$0.00	
Credit		~~$50.00~~	
Refund Credit		$-6.96	

XXXXXXXXXXX1000 Am Express
GAITAN/ATANACIO
INVOICE: 063737
AUTH 542763

POS Purchase/Capture
Site #: 0000000004549440
Shift Number 1
Sequence Number 30399
APPROVED 542763

RECEIVED BY
COUNTY AUDITOR
2015 AUG 13 PM 3 47

Dealer #4549440
Our Diesel contains up to 5% Biodiesel

EL TIGRE #11 8-7500
4120 S BUS HWY 281
EDINBURG TX 78539
FG48077940001

07/06/2015 10:54:12 AM
Register: 1 Trans #: 1822 Op ID: 1115
Your cashier: Cassandra

*** PREPAID RECEIPT ***

Regular CA PUMP# 1	$50.00	99
Subtotal =	$50.00	
Tax =	$0.00	
Total =	$50.00	
Change Due =	$0.00	
Credit	$50.00	

XXXXXXXXXXX1000 Am Express
GAITAN/ATANACIO
INVOICE: 063738
AUTH 540100

POS Authorization Only
Site #: 0000000004549440
Shift Number 1
Sequence Number 30400
APPROVED 540100

I will pay the total according to the terms of agreement with the card issuer.

Dealer #4549440
...ains up to 5% Biodiesel

milw 26.7
5044

EXXON EXPRESS PAY

El Tigre Food Store
11
4120 S BUS HWY 281

EDINBURG, TX
78539
07/06/2015
10:51:58 AM

PREPAID RECEIPT

PUMP# 1
Regular 12.393G
PRICE/GAL $2.459

FUEL TOTAL $ 30.47

FINAL PURCHASE
AMOUNT RECEIPT WITH
FULL TRANSACTION
DETAIL AVAILABLE
INSIDE

EL TIGRE #11 8-7500
4120 S BUS HWY 261
EDINBURG TX 78539
FG48077940001

07/06/2015 10:59:23 AM
Register: 1 Trans #: 1827 Op ID: 1115
Your cashier: Cassandra

Regular CA PUMP# 1		
12.393 GAL @ $ 2.459/GAL	$30.47	99
Subtotal =	$30.47	
Tax =	$0.00	
Total =	$30.47	
Change Due =	$0.00	
Credit	~~$50.00~~	
Refund Credit	$-19.53	

XXXXXXXXXXX1000 Am Express
GAITAN/ATANACIO
INVOICE: 063738
AUTH 540100

POS Purchase/Capture
Site #: 0000000004549440
Shift Number 1
Sequence Number 30400
APPROVED 540100

RECEIVED BY
COUNTY AUDITOR
2015 AUG 13 PM 3 47

Dealer #4549440
...ains up to 5% Biodiesel

RECEIVED BY
COUNTY AUDITOR
2015 AUG 13 PM 3 47

PURCHASE AFFIDAVIT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I, **Atanacio J.R. Gaitan**, do hereby state that the items listed on the invoices named below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
063730	7/6/2015	$45.00	El Tigre #11 8-7500
063731	7/6/2015	$31.70	El Tigre #11 8-7500
063737	7/6/2015	$43.04	El Tigre #11 8-7500
063738	7/6/2015	$30.47	El Tigre #11 8-7500
		TOTAL	**$150.21**

I, further state that I was authorized to make said purchases.

I, therefore request reimbursement of these invoices from Hidalgo County and that payment be made payable to me.

Constable
Title

Signature

BEFORE ME, **Nayla Muñoz**, the undersigned Notary Public appeared **Atanacio J.R. Gaitan** on his oath deposed and stated that the forgoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He further stated that he requested payment of the same.

Signed on this 28th day of **July, 2015**.

NAYLA MUNOZ
MY COMMISSION EXPIRES
May 13, 2018

Notary Public, State of Texas

APPROVAL: Department Head

APPROVAL: County Auditor

Acct # 5-1100-421-00-294-001-0-626

AI-51197 **Constables** **9. I.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. 4 - LBSP FY16 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY16 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through egrants.
2. Authorization for County Judge, as authorized official, to sign application through electronic means under egrants as authorized official.

BACKGROUND

Grant will be administered by the Office of the Governor's Homeland Security Grants
Division (HSGD).
The period of performance is 10/01/2015 - 08/31/2016.

Fiscal Impact

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

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

BUDGETARY IMPACT:

County fiscal/calendar year: 5
Grant fiscal year: 16
Account fiscal year: 6
Grant period: October 1, 2015 through August 31, 2016

Approval to apply...
EXPENDITURE ACCOUNT: 5-1284-421-00-294-080-6-XXX CONST PCT4 LBSP
REVENUE ACCOUNT: 5-1284-334-10-294-080-6-000 CONST PCT4

LBSP-REVENUES

No Matching Funds Required

The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compensation fringe benefits. All other fringe benefits will
be reclassified to the Constable Precinct No. 4 general fund account (5-1100-421-00-294-001-0-113).

Attachments

LBSP16
backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:53 PM
Manuel Chapa	Manuel Chapa	09/08/2015 03:08 PM
Auditor's Office	Debbie Tamez	09/11/2015 10:47 AM
Manuel Chapa	Manuel Chapa	09/11/2015 03:39 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Nayla Munoz		Started On: 09/02/2015 11:14 AM
Final Approval Date: 09/11/2015		

Request for Applications – Grants for Local Border Security

The Homeland Security Grants Division (HSGD) of the Governor's Office is soliciting grant applications for projects that support Operation Border Star during the 2016 grant cycle.

Purpose: The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols in an effort to deter and facilitate directed actions to interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

1) Increase the effectiveness and impact of Steady State and Surge Operations.
2) Reduce border-related criminal activity in Texas.
3) Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
4) Decrease the supply of drugs smuggled into and through Texas from Mexico.
5) Disrupt and deter operations of gang and cartel criminal organizations.
6) Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
7) Decrease use of specific areas for crime as targeted in directed action missions.
8) Increase the effectiveness of air operations mission planning and prioritization.
9) Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Patrol (USCBP) Air and Marine, TXDPS Aircraft Division, and United States Coast Guard (USCG) aviation support.
10) Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay off areas.
11) Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
12) Increase intelligence based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.

Available Funding: State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 27.

Funding Levels:
Minimum: None
Maximum: None
Match Requirement: None

Standards: Applicants must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards, and all statutes, requirements, and guidelines applicable to this funding.

Prohibitions: Grant funds may not be used to support the following services, activities, and costs:

1) regular time worked as part of the employee's normal duty period;
2) augmentees – law enforcement personnel who are not regular employees of a funded agency, but are brought on as needed to specifically cover border security operations so that there can be a force multiplier during a period of "Surge";
3) any portion of the salary of, or any other compensation for, an elected or appointed government official;
4) time spent by certified peace officers on administrative duties;

5) backfill costs for personnel participating in these operations;
6) meals if they are provided at no cost by a governmental entity or a volunteer group;
7) transportation, lodging, per diem, training fees or any related costs associated with participants who attend a training event;
8) purchase of vehicles or equipment;
9) weapons, ammunition, tasers, explosives or military vehicles;

10) postage;
11) supplanting or use of grant funds to replace any other existing federal, state or local funds;
12) inherently religious activities such as prayer, worship, religious instruction, or proselytization;
13) lobbying;
14) admission fees or tickets to any amusement park, recreational activity or sporting event;
15) promotional gifts;
16) food, meals, beverages, or other refreshments (except for per diem as allowable);
17) membership dues for individuals;
18) fundraising;
19) construction;
20) medical services;
21) legal fees; or
22) legal services for adult offenders.

Eligible Applicants:

1) Units of local government; or
2) Native American tribes
3) Eligible applicants must be located within a County within one of the six TXDPS JOIC Regions including:

a) El Paso JOIC – El Paso County.
b) Coastal Bend JOIC – Aransas County, Bee County, Calhoun County, Dewitt County, Goliad County, Gonzales County, Guadalupe County, Jackson County, Jim Wells County, Karnes County, Kleberg County, Lavaca County, Live Oak County, Matagorda County, McMullen County, Nueces County, Refugio County, San Patricio County, Victoria County, and Wharton County.
c) Marfa JOIC – Brewster County, Culberson County, Hudspeth County, Jeff Davis County, Pecos County, Presidio County, Reeves County, and Terrell County.
d) Del Rio JOIC – Dimmit County, Edwards County, Kinney County, Maverick County, Real County, Uvalde County, Val Verde County, and Zavala County.
e) Laredo JOIC – Duval County, Frio County, Jim Hogg County, La Salle County, Webb County, and Zapata County.
f) Rio Grande Valley JOIC – Brooks County, Cameron County, Hidalgo County, Kenedy County, Starr County, and Willacy County.

Eligible Costs:

1) Overtime for increased patrol and investigative capacity for certified peace officers along with limited support for other law enforcement support personnel (i.e. Communications Officers/Dispatchers, Jailers). Project Overtime (OT) shall be reimbursed following the grantee's overtime policy and the requirements as stated below:

a) OT is time actually worked that exceeds the required number of hours during an employee's designated work period.
b) OT may be worked to increase patrol and/or in an investigative capacity.

c) The project OT rate will be no more than one-and-one-half (1.5) times the employee's regular hourly rate of pay.
d) Exempt salaried employees may not be reimbursed for overtime unless the grantee's overtime policy specifically allows for this.
e) HSGD will only reimburse the grantee for OT that does not exceed a total of 16-hours (regular +OT) worked during any 24-hour period.
2) Law enforcement support personnel costs may be reimbursed up to 5% of the award or $5,000 whichever is less. These costs include:
a) Communications Officers/Dispatcher costs necessary to maintain a safe Officer to Dispatcher ratio when supporting law enforcement personnel that are on patrol and participating in border operations.
b) Jailer costs for personnel necessary to support officers that are on patrol and participating in border operations.
3) Certain operational costs incurred as part of these overtime patrols and investigations may be reimbursed, such as mileage while traveling in a government vehicle or fuel, transportation, lodging, per diem, or additional costs for minor emergency repairs as described below.
a) The cost of fuel, if mileage is not claimed, and lubricants for vehicles, aircraft, boats, generators, and similar equipment, used during the pay period in which the OT is worked.
b) The cost of consumables, such as flashlight and radio batteries, film, flares, and first aid supplies which are used during the operation can be replaced, provided that these items are replaced within the time frame of the operation.
c) The cost of minor emergency repairs, such as tire repair or fan belt replacement, to vehicles or equipment used in program operations is allowable.
d) Transportation, lodging, mileage, and per diem costs may be reimbursed for personnel who work on program activities more than 50 miles from their program duty station.
e) Costs for rentals of equipment or other services critical to success of the program, and that have been pre-approved by the HSGD, are also allowable.

Eligibility Requirements:
1) Eligible applicants must agree to perform the following activities:
a) Conduct Steady State operations and respond to calls for service.
b) Conduct enhanced law enforcement patrolling activities.
c) Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.
d) Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.
e) Report significant border related events that occur during each 24-hour period.
f) Identify significant border related trends or areas of interest that may be developed into focus areas for future operations.
g) Integrate air, ground, marine, and remote operations.
h) Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Texas Department of Public Safety's (TXDPS) Joint Operations Intelligence Centers (JOIC).
i) Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
2) Eligible applicants must agree to submit the Daily Border Incident Assessment Report (BIAR). The BIAR is the primary incident and information-reporting tool for the Grantee in local border security operations. The grantee shall ensure all BIARs conform to the respective standards outlined by the

JOIC and are submitted within the timeframes established by the JOIC. The grantee shall report all activities that are considered Steady State activities in addition to Enhanced Operation activities to the JOIC. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall LBSP mission (organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, home invasions with a border or organized crime nexus, illegal immigration, border related murders, gang related murders, or drug trafficking). Enhanced (Surge) Operations originate out of the use of LBSP funds when the local agency chooses to increase the hours of patrol or investigative bodies.

3) In order for an applicant to be eligible, the county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2009 through 2013. This requirement must be met by August 1, 2015.
4) Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the three previous years.
5) Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do).
6) Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://www.sam.gov/ and maintain an active registration throughout the grant period.

Project Period: Projects selected for funding with must begin on or after October 1, 2015 and expire on or before August 31, 2016.

Application Process: Applicants must access HSGD's grant management website at https://eGrants.gov.texas.gov to register and apply for funding. Additional requirements are included within the online application form.

Preferences: Preference will be given to applicants who demonstrate cost effective delivery of training.

Closing Date for Receipt of Applications: All applications must be certified via HSGD's grant management website on or before September 25, 2015.

Selection Process: Applications will be reviewed by HSGD staff members in consultation with TXDPS Regional JOIC representatives. HSGD will make all final funding decisions based on eligibility and operational content which includes but is not limited to the following:

1) Compliance - Past compliance with grant requirements, reporting, and information sharing.
2) Performance – Impact and effectiveness of the Applicant's participation in previous border security operations or activities and effectiveness in using grant funds awarded for border security.
3) Risk – The Applicant's need as indicated by data available on border related criminal activity, population, number of officers, and other factors.
4) Other Funding – The Applicant's history of applying for, receiving, and/or effectively utilizing other sources of funding available to support border security activities (e.g. Operation Stonegarden).

Contact Information: If additional information is needed, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Print This Page

Agency Name: County of Hidalgo
Grant/App: 2998401 **Start Date:** 10/1/2015 **End Date:** 8/31/2016

Project Title: Local Border Security Program BL16
Status: Application Pending Submission

Profile Information

Applicant Agency Name: County of Hidalgo
Project Title: Local Border Security Program BL16
Division or Unit to Administer the Project: Hidalgo County Constable Precinct 4
Address Line 1: 2814 S. Business Highway 281
Address Line 2:
City/State/Zip: Edinburg Texas 78539
Start Date: 10/1/2015
End Date: 8/31/2016

Regional Council of Goverments(COG) within the Project's Impact Area: Lower Rio Grande Valley Development Council
Headquarter County: Hidalgo
Counties within Project's Impact Area:

Grant Officials:
Authorized Official
User Name: Ramon Garcia
Email: ramon.garcia@co.hidalgo.tx.us
Address 1: 302 W. University
Address 1:
City: Edinburg, Texas 78539
Phone: 956-318-2600 Other Phone:
Fax: 956-318-2699
Title: Mr.
Salutation: Judge
Position: Hidalgo County Judge

Project Director
User Name: Horaldo Sanchez
Email: horaldo.sanchez@co.hidalgo.tx.us
Address 1: 2814 South Business Hwy 281
Address 1:
City: Edinburg, Texas 78541
Phone: 956-383-8560 Other Phone: 956-867-2403
Fax: 956-383-8565
Title: Mr.
Salutation: Chief Deputy
Position: Chief Deputy

Financial Official
User Name: Ray Eufracio
Email: ray.eufracio@auditor.co.hidalgo.tx.us
Address 1: 2808 S. Business Hwy 281
Address 1:
City: Edinburg, Texas 78539
Phone: 956-318-2511 Other Phone: 956-318-2535
Fax: 956-318-2577
Title: Mr.
Salutation: Mr.
Position: County Auditor

Grant Writer
User Name: Horaldo Sanchez
Email: horaldo.sanchez@co.hidalgo.tx.us
Address 1: 2814 South Business Hwy 281
Address 1:

City: Edinburg, Texas 78541
Phone: 956-383-8560 Other Phone: 956-867-2403
Fax: 956-383-8565
Title: Mr.
Salutation: Chief Deputy
Position: Chief Deputy

You are logged in as **User Name**: horaldo2369

AI-51192 **Constables** **9. J.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4:
Requesting approval to reimburse Horaldo Sanchez the amount of $30.00 for fuel utilizing his personal credit card being that a county fuel card has not yet been issued for the new vehicle with authority for County Treasurer to issue check after auditing procedures have been completed by County Auditor.

BACKGROUND

Acct No. 5-1100-421-00-294-001-0-626

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-294-001-0-626

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

BUDGETARY IMPACT:

Available balance as of 9-3-15 200.00

Attachments

Receipt
Purchase Affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:51 PM
Manuel Chapa	Manuel Chapa	09/03/2015 09:36 AM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Nayla Munoz		Started On: 09/02/2015 08:51 AM
Final Approval Date: 09/11/2015		

RECEIVED BY
COUNTY AUDITOR

2015 AUG 19 PM 4 32

Stripes # 9137
1218 E. Canton
Edinburg, TX
956-380-0447
FE48274873001

PRE-AUTHORIZED RECEIPT

Description	Qty	Amount
PREPAY CA #10		30.00
Subtotal		30.00
Tax		0.00
TOTAL		**30.00**
PREAUTH	$	30.00

PREPAY Receipt
VISA DEBIT $30.00
Acct/Card #: XXXXXXXXXXXX3990
Auth #: 949375
Resp Code: 2
Stan: 001156828
Invoice #: 15696
SITE ID: FE48274873001
MERCHANT COPY

APPROVED 949375

THANKS, COME AGAIN
Diesel fuel contains up to 5.0%
biodiesel or renewable diesel
-state diesel tax $0.19 per gallon
ST# 9137 TILL XXXX DR# 1 TRAN# 1018142
CSH: 33 08/12/15 15:41:26

PURCHASE AFFIDAVIT

RECEIVED BY
COUNTY AUDITOR
2015 AUG 19 PM 4 32

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I, **Horaldo Sanchez**, do hereby state that the items listed on the invoices named below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
15696	8/13/2015	$30.00	Stripes #9137

TOTAL **$30.00**

I, further state that I was authorized to make said purchases.

I, therefore request reimbursement of these invoices from Hidalgo County and that payment be made payable to me.

Chief Deputy
Title

Signature

BEFORE ME, **Nayla Muñoz**, the undersigned Notary Public appeared **Horaldo Sanchez** on his oath deposed and stated that the forgoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He further stated that he requested payment of the same.

Signed on this 13 day of **August, 2015**.

NAYLA MUNOZ
MY COMMISSION EXPIRES
May 13, 2018

Notary Public, State of Texas

APPROVAL: Department Head

APPROVAL: County Auditor

Acct # 5-1100-421-00-294-001-0-626

AI-51270 **Sheriff's Office** **10. A.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Local Border Security Program FY 15 (1284):
Ratification for extension request for the Local Border Security Program FY 2015 Authorization and approval to accept an extension for the Local Border Security Program FY 15 (LBSP-15) (New termination date is 9/30/15).

BACKGROUND

Grant Number: LBSP-15-0038 (Prior termination date 8/31/15).

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1284-421-00-280-080-5-XXX

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

BUDGETARY IMPACT:

No budgetary impact; grant extension only.

New termination date is 9-30-15

Attachments

GAN
Request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/10/2015 09:19 AM
Manuel Chapa	Manuel Chapa	09/11/2015 09:27 AM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 09/08/2015 03:17 PM

Final Approval Date: 09/11/2015

Texas Department of Public Safety
Texas Homeland Security State Administrative Agency (THSSAA)

2015 Grant Adjustment Notice (GAN)

Recipient Name:	**Hidalgo County**
Recipient Authorized Official and Address:	The Honorable Ramon Garcia 302 West University Dr. Edinburg, Texas 78539
SAA Award Number:	LBSP-15-0038
Amount of Grant:	$175,000.00
Amount of Match:	No Matching Funds Required
Grant Period:	**From:** February 1, 2015 **To:** September 30, 2015
Date of Grant Adjustment:	August 26, 2015
Adjustment Number:	1
Adjustment Type:	**Performance Period Date Change**
Program Title:	Local Border Security Program FY 2015 (LBSP-15)
Authority/Funding Instrument:	Senate Bill 1, Article V, Rider 35 of the Texas General Appropriations Act (83rd Legislature)
CFDA:	NA – These are State Appropriated Funds
Method of Payment:	Primary method is reimbursement
Administered by:	Texas Department of Public Safety Texas Homeland Security State Administrative Agency 1033 La Posada Dr, Suite 160 Austin, Texas 78752

AWARDING AGENCY APPROVAL
Garry Jones Deputy Assistant Director, THSSAA Texas Department of Public Safety
Date: August 26, 2015

Rosie

From: Rosie [rosieg@hidalgoso.org]
Sent: Tuesday, August 11, 2015 9:04 AM
To: 'Nancy.Carrales@dps.texas.gov'
Subject: LBSP 2015 Extension

Importance: High

Good morning Ms. Carrales,

We are needing to request an extension on our LBSP 2015 Grant.
Which grant option should I pick from the drop down?
Let me know please, so I may place the extension on our next Commissioners' Court meeting for approval to submit.

Thanks,

Rosie Gonzalez
Accountant III
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78542

Office: (956) 292-2950
Fax: (956) 393-6027
email: rosieg@hidalgoso.org

AI-51267 **Sheriff's Office** **10. B.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office - LBSP FY16 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY16 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through egrants.
2. Authorization for County Judge, as authorized official, to sign application through electronic means under egrants as authorized official.

BACKGROUND

Grant will be administered by the Office of the Governor's Homeland Security Grants Division (HSGD).
The period of performance is 10/01/2015 - 08/31/2016.

Fiscal Impact

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

FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

County fiscal/calendar year: 6
Grant fiscal year: 16
Account fiscal year: 6
Grant period: October 1, 2015 through August 31, 2016
Approval to apply
EXPENDITURE ACCOUNT: 5-1284-421-00-280-080-6-XXX
REVENUE ACCOUNT: 5-1284-334-10-280-080-6-000 SHERIFF'S LBSP-REVENUES

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compesation fringe benefits. All other fringe benefits will be reclassified to the Sheriff's general fund account (5-1100-421-00-280-001-0-XXX).

Attachments

App
Timeline

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/10/2015 01:24 PM
Budget & Management	Veronica Ortiz	09/10/2015 02:37 PM
Manuel Chapa	Manuel Chapa	09/11/2015 09:50 AM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 09/08/2015 02:46 PM
Final Approval Date: 09/11/2015

Print This Page

Agency Name: County of Hidalgo
Grant/App: 2996101 **Start Date:** 10/1/2015 **End Date:** 8/31/2016

Project Title: Local Border Security Program BL16
Status: Application Pending Submission

Profile Information

Applicant Agency Name: County of Hidalgo
Project Title: Local Border Security Program BL16
Division or Unit to Administer the Project: Hidalgo County Sheriff's Office
Address Line 1: 711 El Cibolo Rd.
Address Line 2:
City/State/Zip: Edinburg Texas 78542
Start Date: 10/1/2015
End Date: 8/31/2016

Regional Council of Goverments(COG) within the Project's Impact Area: Lower Rio Grande Valley Development Council
Headquarter County: Hidalgo
Counties within Project's Impact Area:

Grant Officials:
Authorized Official
User Name: Ramon Garcia
Email: ramon.garcia@co.hidalgo.tx.us
Address 1: 302 W. University
Address 1:
City: Edinburg, Texas 78539
Phone: 956-318-2600 Other Phone:
Fax: 956-318-2699
Title: Mr.
Salutation: Judge
Position: Hidalgo County Judge

Project Director
User Name: Eddie Guerra
Email: sheriff.guerra@hidalgoso.org
Address 1: 711 El Cibolo Road
Address 1:
City: Edinburg, Texas 78540
Phone: 956-383-8114 Other Phone: 956-393-6002
Fax: 956-393-6179
Title: Mr.
Salutation: Sheriff
Position: Sheriff

Financial Official
User Name: Ray Eufracio
Email: ray.eufracio@auditor.co.hidalgo.tx.us
Address 1: 2808 S. Business Hwy 281
Address 1:
City: Edinburg, Texas 78539
Phone: 956-318-2511 Other Phone: 956-318-2535
Fax: 956-318-2577
Title: Mr.
Salutation: Mr.
Position: County Auditor

Grant Writer
User Name: Richard Ozuna
Email: richard.ozuna@hidalgoso.org
Address 1: 711 El Cibolo
Address 1:

City: Edinburg, Texas 78542
Phone: 956-393-6022 Other Phone: 956-457-4236
Fax: 956-393-6021
Title: Mr.
Salutation: Captain
Position: Captain

You are logged in as **User Name**: richardozuna

GOVERNOR GREG ABBOTT

August 7, 2015

Dear Local Border Security Partners,

Administration of the Local Border Security Program Grant (LBSP) for FYs 2016 and 2017 will be handled by Office of the Governor's Homeland Security Grants Division (HSGD) pursuant to the General Appropriations Act, Article I, Rider 27 under the Trusteed Programs within the Office of the Governor. Any existing LBSP grants your jurisdiction may have for FYs 2013, 2014, or 2015 will continue to be managed through the Texas Department of Public Safety's Texas Homeland Security State Administrative Agency (THSSAA).

We wanted to make you aware of this change as the application, award, and grant management processes for grants awarded by HSGD will be handled through the eGrants system which is an online grant management tool used by the Governor's Office. If your jurisdiction receives grant funding through the Criminal Justice Division of the Governor's Office you may already be familiar with eGrants. If not, feedback from established eGrants users is that the system is fairly intuitive and easy to navigate.

HSGD intends to release a Request for Applications (RFA) and will begin accepting application submissions in eGrants for the FY 2016 Local Border Security Program no later than 9/1/15. The close date for application submission is tentatively set for 9/25/15 and will be finalized upon release of the RFA. Below are some things you need to be aware of before beginning your application:

- Each applicant must have three designated grant officials within eGrants including an Authorized Official, Financial Officer, and Project Director (see attached addendum).
- The grant officials must register for an eGrants User Account if not already a registered user.
- To register for an account go to the eGrants Home page at https://egrants.gov.texas.gov/ and click the "Register Here" link.
- Applicants will be required to build a detailed grant budget by selecting from a list of available line items and indicating a budgeted amount for each line item. Throughout the life of the grant, expenses will be reported against the budgeted line items. Once grants are awarded, subrecipients will have the opportunity to request budget changes using eGrants' grant adjustment feature when necessary.
- Once your application is submitted and certified by the Authorized Official, HSGD will review your applications in eGrants. During the review phase, HSGD may identify issues, errors, or other information that is required prior to grant award. In these cases, the eGrants application may be "Released" back to the applicant who must then respond with the required information and "Return" the application to HSGD through eGrants.

Our goal is to offer subrecipients a fully functional grant management tool that promotes fiscal responsibility, accountability and transparency from the application stage, throughout the grant lifecycle, and until the grant is closed out.

If you have any questions as we move through the application process this year you may email Arturo Mendez at arturo.mendez@gov.texas.gov or me at aimee.snoddy@gov.texas.gov.

We look forward to working with you during the upcoming grant year!

Sincerely,

Aimee Snoddy

Aimee Snoddy
Director
Homeland Security Grants Division

Addendum on Grant Officials

Who are grant officials and what are they required to do?

- *All grants are required to have three different grant officials.*
- *HSGD conducts its business primarily through eGrants* (https://egrants.governor.state.tx.us). *It is critical that all three officials have and maintain a current email address.*

Additional information on the officials and their duties:

Authorized Official (AO)	♦ Appointed/authorized by the governing body of the organization.
	♦ Authorized to apply for, accept, reject, alter, or terminate the grant.
	♦ Authorized individuals are generally the county judge, mayor, city manager, chairman of a non-profit board, head of a state agency, etc.
	♦ Responsible for certifying changes made to applications or grants.
Project Director (PD)	♦ Responsible for the day-to-day operations of the project.
	♦ Must be an employee of the grantee agency.
	♦ Responsible for required programmatic reporting.
Financial Officer (FO)	♦ Required to be the chief financial officer (or designee) for the grantee agency.
	♦ Responsible for maintaining financial records to account for all grant funds.
	♦ Responsible for requesting funds and the completion of required financial reporting at least quarterly (unless otherwise instructed by CJD) in eGrants.

These officials may perform the following actions in eGrants:

Authority in eGrants	Authorized Official	Financial Officer	Project Director	Grant Writer
♦ Create, modify, and submit an initial application.	x	x	x	x
♦ Certify an official application.	x			
♦ Create and submit responses to application Preliminary Review Reports (PRR).	x	x	x	
♦ Certify a PRR.	x			
♦ Create and submit budget and programmatic adjustments.	x	x	x	
♦ Certify budget and programmatic adjustments.	x			
♦ Create and submit financial reports/payment requests.	x	x		
♦ Designate a new individual to serve as the Financial Officer (FO), Project Director (PD) or grant writer (after the new individual has registered in eGrants).	x			
♦ Designate a new or interim AO if the position becomes vacant (after the new AO has registered in eGrants).		x		

AI-51241 **Sheriff's Office** **10. C.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Interlocal Agreements for Shooting Range Use/Training between the Hidalgo County Sheriff's Office and
a. Texas Parks and Wildlife
b. Hidalgo County Fire Marshal

2. Authorization for County Judge, as authorized official, and County Sheriff to sign both agreements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

TP&WL.Agreement
FIREMAR.Agreement

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	09/04/2015 11:32 AM
Budget & Management	Veronica Ortiz	09/04/2015 04:57 PM
Manuel Chapa	Manuel Chapa	09/09/2015 10:01 AM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Emilia Uriegas		Started On: 09/04/2015 10:42 AM
Final Approval Date: 09/11/2015		

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

July 13, 2015

Texas Parks and Wildlife
5460 Paredes Line Rd. Suite 201
Brownsville, Texas 78526

Re: Interlocal Agreement for Shooting Range Use/Training

Dear Captain James Dunks:

Please review the enclosed Interlocal Agreement for the utilization of our Hidalgo County Sheriff' Office Shooting Range. This agreement has been reviewed by our legal office and will become effective once signed by all parties involved. Once reviewed and signed, please return accordingly.

Please feel free to contact Division Chief Gabriel Castaneda at (956) 393-6003 with any questions or concerns.

Respectfully,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

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

STATE OF TEXAS

COUNTY OF HIDALGO

INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH THE HIDALGO COUNTY SHERIFF'S OFFICE AND TEXAS PARKS and WILDLIFE FOR SHOOTING RANGE USE/TRAINING

This Agreement is entered into, by and between the COUNTY OF HIDALGO, TEXAS (COUNTY) By and Through The HIDALGO COUNTY SHERIFF'S OFFICE (SHERIFF'S OFFICE) and the **TEXAS PARKS and WILDLIFE**, hereinafter referred to as LAW ENFORCEMENT AGENCY, pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Inter-local Cooperation Act, provides that any one or more local government entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the COUNTY, for the purposes of performing functions of law enforcement through its SHERIFF'S OFFICE, has a shooting range/training facility (RANGE);

WHEREAS, the LAW ENFORCEMENT AGENCY has a need for use of the RANGE which will be utilized in the service of crime prevention and for law enforcement purposes, such as training.

WHEREAS, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY have heretofore entered into this Agreement providing for the facility sharing and use of the RANGE to the LAW ENFORCEMENT AGENCY for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the SHERIFF'S OFFICE and the LAW ENFORCEMENT AGENCY hereby agree as follows:

1. FACILITY SHARING: the SHERIFF'S OFFICE will share and allow use of its RANGE to the LAW ENFORCEMENT AGENCY for use in training related to law enforcement purposes under the following terms and conditions outlined below.

2. IN CONSIDERATION OF THE FACILITY SHARING: LAW ENFORCEMENT AGENCY further agrees to the following:

   a. The LAW ENFORCEMENT AGENCY agrees to scheduling use of the RANGE at a mutually agreeable time and date.

   b. The LAW ENFORCEMENT AGENCY agrees to abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".

   c. The LAW ENFORCEMENT AGENCY ACCEPTS the RANGE facility in "as-is" condition and acknowledges that the COUNTY and SHERIFF'S OFFICE make no warranty in any manner as to the fitness of the facility for any specific purpose.

   d. The RANGE is the property of the COUNTY and SHERIFF'S OFFICE and use of said RANGE is subject to the policies, rules and procedures established by the SHERIFF'S OFFICE.

   e. The LAW ENFORCEMENT AGENCY agrees that the RANGE shall be solely used in the service of crime prevention and for law enforcement purposes, such as training.

   f. The LAW ENFORCEMENT AGENCY shall be solely responsible for any injuries or damages to persons or property when the RANGE is used by their employees, and shall maintain liability insurance coverage for any such loss. Proof of same shall be provided to COUNTY/SHERIFF'S OFFICE prior to any scheduled use of the RANGE.

   g. The LAW ENFORCEMENT AGENCY shall provide executed Waiver Agreements for Law Enforcement (attached as Exhibit "B") to the HIDALGO COUNTY SHERIFF'S OFFICE prior to any scheduled use of the RANGE.

3. INDEMNITY: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LAW ENFORCEMENT AGENCY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE

COUNTY OF HIDALGO, TEXAS, SHERIFF'S OFFICE, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE RANGE (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF THE RANGE PROVIDED FOR UNDER THIS AGREEMENT.

4. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

THE HIDALGO COUNTY SHERIFF'S OFFICE WILL RECEIVE NO COMPENSATION FROM THE LAW ENFORCEMENT AGENCY FOR ANY FACILITY SHARING PURSUANT TO THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE IT IS SIGNED BY BOTH PARTIES. THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE OF INTENT TO TERMINATE.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

COUNTY OF HIDALGO, TEXAS:

By: _____ _____
Ramon Garcia, County Judge Date

HIDALGO COUNTY SHERIFF

By: _____ _____
J.E. "Eddie" Guerra, Sheriff Date

ATTEST:

By: _____ _____
Arturo Guajardo, Jr., County Clerk Date

TEXAS PARKS AND WILDLIFE:

By: _____
James Dunks, Captain

07-15-15
Date

APPROVED AS TO FORM
Office of Criminal District Attorney, Hidalgo County, Texas

By: _____ **Date:** 9/3/15
Josephine Ramirez Solis, Assistant DA

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE
FIREARMS RANGE SAFETY RULES

1. Treat all firearms as though they were loaded.
2. Always keep your finger off the trigger and outside the trigger guard until on target and ready to shoot.
3. Be certain of the target and what is beyond.
4. No one is allowed on the range that is taking any substance that could impair the ability to correctly respond to audible or visual commands. This includes, but is not limited to, alcohol or any prescribed or over the counter medications.
5. All firearms training must be properly and adequately supervised.
6. Strict discipline and bearing will be maintained.
7. Upon picking up a firearm, remove magazine, open the action mechanism, and visually and physically checking to see that it is unloaded.
8. Keep the firearm pointed down range at all times.
9. No tobacco products on the firing line.
10. Never permit the muzzle of a firearm to touch the ground.
11. Pay strict attention to the Rangemasters.
12. No one should be on the firing line except those firing.
13. Electronic devices (cell phones, pagers, ipods, etc.) that can distract shooters will not be permitted on the firing line, unless authorized by the Rangemaster as part of the training.
14. All outside agency firearm instructors must check in with HCSO Academy Staff prior to commencing training.
15. All incidents and injuries at the HCSO firing range must be reported immediately to Academy Staff.
16. These rules apply to all personnel regardless of rank or agency.

HCSO Academy: 381-7979
Emergency: 9-1-1
Air Ambulance: 1-800-247-3822

EXHIBIT "B"

Waiver Agreement

For Use of Hidalgo County Sheriff's Office Shooting Range by Law Enforcement

I, _____ DO HEREBY CERTIFY THAT I AM OVER THE AGE OF EIGHTEEN (18) AND MAY CONSENT TO THIS AGREEMENT AND WAIVE, HOLD HARMLESS, AND INDEMNIFY THE COUNTY OF HIDALGO, TEXAS AND ITS EMPLOYEES AND ELECTED OFFICIALS FOR THE FOLLOWING:

- THE USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE AS OPERATED BY THE HIDALGO COUTNY SHERIFF'S OFFICE.

I AM FULLY AWARE OF ANY AND ALL RISKS ASSOCIATED WITH THE ABOVE MENTIONED UNDERTAKING AND FULLY AND UNEQUIVICALLY ASSUME THESE RISKS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- INJURY AND/OR DEATH TO PERSON,
- INJURY AND/OR DAMAGE TO REAL AND/OR PERSONAL PROPERTY.

FURTHMORE, I FULLY UNDERSTAND AND AGREE THAT I WILL USE THE SHOOTING RANGE IN "AS IS" CONDITION AND THAT THE COUNTY OF HIDALGO EXPRESSLY WANES ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTIBILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

INDEMNIFICATION:

I HEREBY VOLUNTARILY RELEASE, DISCHARGE, WAIVE AND RELINQUISH ANY AND ALL ACTION OR CAUSES OF ACTION FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH OCCURRING TO ME AS A RESULT OF MY USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE. I HEREBY RELEASE, WAIVE, DISCHARGE AND RELINQUISH ANY ACTIONS OR CAUSES OF ACTIONS AFOREMENTIONED, WHICH MAY HEREAFTER ARISE FOR ME AND MY ESTATE, AND AGREE THAT UNDER NO CIRCUMSTANCES WILL I PROSECUTE OR PRESENT ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AGAINST HIDALGO COUNTY OR ANY OF ITS AGENTS AND EMPLOYEES FOR ANY SAID CAUSE OF ACTION, WHETHER THE SAME SHALL ARISE BY NEGLIGENCE OF ANY SAID PERSONS, OR OTHERWISE. IT IS MY INTENT BY SIGNING THIS WAIVER AGREEMENT TO EXEMPT AND RELEASE, INDEMNIFY AND HOLD HARMLESS HIDALGO COUNTY AND ANY OF ITS EMPLOYEES, ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES AND AGENTS FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH.

MY SIGNATURE ON THIS FORM CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THIS WAIVER AGREEMENT AND TO VERIFY MY STATUS AS A LAW ENFORCEMENT OFFICER.

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Agency: _____

Address/location: _____

_____

Signature: _____ Date: _____

Witness/Hidalgo County Representative

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

July 13, 2015

Hidalgo County Fire Marshal
1124 N. "M" Road
Edinburg, Texas 78539

Re: Interlocal Agreement for Shooting Range Use/Training

Dear Fire Marshal Juan Martinez:

Please review the enclosed Interlocal Agreement for the utilization of our Hidalgo County Sheriff' Office Shooting Range. This agreement has been reviewed by our legal office and will become effective once signed by all parties involved. Once reviewed and signed, please return accordingly.

Please feel free to contact Division Chief Gabriel Castaneda at (956) 393-6003 with any questions or concerns.

Respectfully,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

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

STATE OF TEXAS

COUNTY OF HIDALGO

INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH THE HIDALGO COUNTY SHERIFF'S OFFICE AND HIDALGO COUNTY FIRE MARSHAL FOR SHOOTING RANGE USE/TRAINING

This Agreement is entered into, by and between the COUNTY OF HIDALGO, TEXAS (COUNTY) By and Through The HIDALGO COUNTY SHERIFF'S OFFICE (SHERIFF'S OFFICE) and the **HIDALGO COUNTY FIRE MARSHAL** , hereinafter referred to as LAW ENFORCEMENT AGENCY, pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Inter-local Cooperation Act, provides that any one or more local government entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the COUNTY, for the purposes of performing functions of law enforcement through its SHERIFF'S OFFICE, has a shooting range/training facility (RANGE);

WHEREAS, the LAW ENFORCEMENT AGENCY has a need for use of the RANGE which will be utilized in the service of crime prevention and for law enforcement purposes, such as training.

WHEREAS, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY have heretofore entered into this Agreement providing for the facility sharing and use of the RANGE to the LAW ENFORCEMENT AGENCY for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the SHERIFF'S OFFICE and the LAW ENFORCEMENT AGENCY hereby agree as follows:

1. FACILITY SHARING: the SHERIFF'S OFFICE will share and allow use of its RANGE to the LAW ENFORCEMENT AGENCY for use in training related to law enforcement purposes under the following terms and conditions outlined below.

2. IN CONSIDERATION OF THE FACILITY SHARING: LAW ENFORCEMENT AGENCY further agrees to the following:

   a. The LAW ENFORCEMENT AGENCY agrees to scheduling use of the RANGE at a mutually agreeable time and date.

   b. The LAW ENFORCEMENT AGENCY agrees to abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".

   c. The LAW ENFORCEMENT AGENCY ACCEPTS the RANGE facility in "as-is" condition and acknowledges that the COUNTY and SHERIFF'S OFFICE make no warranty in any manner as to the fitness of the facility for any specific purpose.

   d. The RANGE is the property of the COUNTY and SHERIFF'S OFFICE and use of said RANGE is subject to the policies, rules and procedures established by the SHERIFF'S OFFICE.

   e. The LAW ENFORCEMENT AGENCY agrees that the RANGE shall be solely used in the service of crime prevention and for law enforcement purposes, such as training.

   f. The LAW ENFORCEMENT AGENCY shall be solely responsible for any injuries or damages to persons or property when the RANGE is used by their employees, and shall maintain liability insurance coverage for any such loss. Proof of same shall be provided to COUNTY/SHERIFF'S OFFICE prior to any scheduled use of the RANGE.

   g. The LAW ENFORCEMENT AGENCY shall provide executed Waiver Agreements for Law Enforcement (attached as Exhibit "B") to the HIDALGO COUNTY SHERIFF'S OFFICE prior to any scheduled use of the RANGE.

3. INDEMNITY: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LAW ENFORCEMENT AGENCY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE

COUNTY OF HIDALGO, TEXAS, SHERIFF'S OFFICE, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE RANGE (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF THE RANGE PROVIDED FOR UNDER THIS AGREEMENT.

4. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

THE HIDALGO COUNTY SHERIFF'S OFFICE WILL RECEIVE NO COMPENSATION FROM THE LAW ENFORCEMENT AGENCY FOR ANY FACILITY SHARING PURSUANT TO THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE IT IS SIGNED BY BOTH PARTIES. THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE OF INTENT TO TERMINATE.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

COUNTY OF HIDALGO, TEXAS:

By: _____ _____
Ramon Garcia, County Judge Date

HIDALGO COUNTY SHERIFF

By: _____ _____
J.E. "Eddie" Guerra, Sheriff Date

ATTEST:

By: _____ _____
Arturo Guajardo, Jr., County Clerk Date

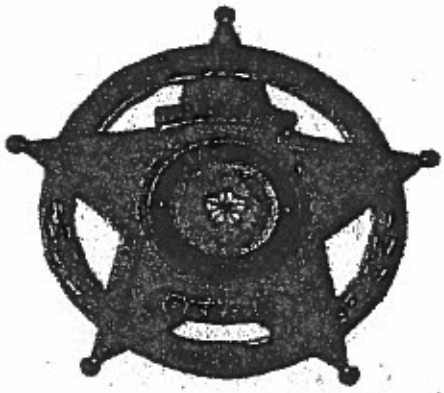
HIDALGO COUNTY FIRE MARSHAL:

By: _____ 9/2/15
Juan Martinez, Fire Marshal — Date

APPROVED AS TO FORM
Office of Criminal District Attorney, Hidalgo County, Texas

By: _____ **Date:** 9/3/15
Josephine Ramirez Solis, Assistant DA

EXHIBIT "A"



HIDALGO COUNTY SHERIFF'S OFFICE
FIREARMS RANGE SAFETY RULES

1. Treat all firearms as though they were loaded.
2. Always keep your finger off the trigger and outside the trigger guard until on target and ready to shoot.
3. Be certain of the target and what is beyond.
4. No one is allowed on the range that is taking any substance that could impair the ability to correctly respond to audible or visual commands. This includes, but is not limited to, alcohol or any prescribed or over the counter medications.
5. All firearms training must be properly and adequately supervised.
6. Strict discipline and bearing will be maintained.
7. Upon picking up a firearm, remove magazine, open the action mechanism, and visually and physically checking to see that it is unloaded.
8. Keep the firearm pointed down range at all times.
9. No tobacco products on the firing line.
10. Never permit the muzzle of a firearm to touch the ground.
11. Pay strict attention to the Rangemasters.
12. No one should be on the firing line except those firing.
13. Electronic devices (cell phones, pagers, ipods, etc.) that can distract shooters will not be permitted on the firing line, unless authorized by the Rangemaster as part of the training.
14. All outside agency firearm instructors must check in with HCSO Academy Staff prior to commencing training.
15. All incidents and injuries at the HCSO firing range must be reported immediately to Academy Staff.
16. These rules apply to all personnel regardless of rank or agency.

HCSO Academy: 381-7979
Emergency: 9-1-1
Air Ambulance: 1-800-247-3822

EXHIBIT "B"

Waiver Agreement

For Use of Hidalgo County Sheriff's Office Shooting Range by Law Enforcement

I, _____ DO HEREBY CERTIFY THAT I AM OVER THE AGE OF EIGHTEEN (18) AND MAY CONSENT TO THIS AGREEMENT AND WAIVE, HOLD HARMLESS, AND INDEMNIFY THE COUNTY OF HIDALGO, TEXAS AND ITS EMPLOYEES AND ELECTED OFFICIALS FOR THE FOLLOWING:

- THE USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE AS OPERATED BY THE HIDALGO COUTNY SHERIFF'S OFFICE.

I AM FULLY AWARE OF ANY AND ALL RISKS ASSOCIATED WITH THE ABOVE MENTIONED UNDERTAKING AND FULLY AND UNEQUIVICALLY ASSUME THESE RISKS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- INJURY AND/OR DEATH TO PERSON,
- INJURY AND/OR DAMAGE TO REAL AND/OR PERSONAL PROPERTY.

FURTHMORE, I FULLY UNDERSTAND AND AGREE THAT I WILL USE THE SHOOTING RANGE IN "AS IS" CONDITION AND THAT THE COUNTY OF HIDALGO EXPRESSLY WANES ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTIBILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

INDEMNIFICATION:

I HEREBY VOLUNTARILY RELEASE, DISCHARGE, WAIVE AND RELINQUISH ANY AND ALL ACTION OR CAUSES OF ACTION FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH OCCURRING TO ME AS A RESULT OF MY USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE. I HEREBY RELEASE, WAIVE, DISCHARGE AND RELINQUISH ANY ACTIONS OR CAUSES OF ACTIONS AFOREMENTIONED, WHICH MAY HEREAFTER ARISE FOR ME AND MY ESTATE, AND AGREE THAT UNDER NO CIRCUMSTANCES WILL I PROSECUTE OR PRESENT ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AGAINST HIDALGO COUNTY OR ANY OF ITS AGENTS AND EMPLOYEES FOR ANY SAID CAUSE OF ACTION, WHETHER THE SAME SHALL ARISE BY NEGLIGENCE OF ANY SAID PERSONS, OR OTHERWISE. IT IS MY INTENT BY SIGNING THIS WAIVER AGREEMENT TO EXEMPT AND RELEASE, INDEMNIFY AND HOLD HARMLESS HIDALGO COUNTY AND ANY OF ITS EMPLOYEES, ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES AND AGENTS FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH.

MY SIGNATURE ON THIS FORM CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THIS WAIVER AGREEMENT AND TO VERIFY MY STATUS AS A LAW ENFORCEMENT OFFICER.

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Agency: _____

Address/location: _____

_____

Signature: _____ Date: _____
Witness/Hidalgo County Representative

AI-51225 **Sheriff's Office** **10. D.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval of Sheriff/Constable Fee Schedule for Year 2016.

BACKGROUND

Requesting approval of the 2016 Sheriff/Constable Fee Schedule for the County of Hidalgo, pursuant to Local Government Code 118.131. The fees will be effective January 01, 2016 and will be assessed and collected for service or one (1) attempt of service. As per Local Government Code 118.131, fees are required to be approved/adopted by Commissioners' Court on or before October 01, 2015.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

FEEschedule

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	09/04/2015 10:40 AM
Budget & Management	Veronica Ortiz	09/04/2015 04:53 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Emilia Uriegas		Started On: 09/03/2015 03:16 PM
Final Approval Date: 09/11/2015		

COUNTY OF HIDALGO
SHERIFF AND CONSTABLES FEE SCHEDULE

	DOCUMENT SERVICE FEES		2016 PROPOSED RATES
1	ALL SERVICE DOCUMENTS NOT SPECIFIED		75.00
2	CITATION		75.00
3	CITATION BY EVICTION		75.00
4	CITATION BY PUBLICATION	(EXCLUDES COST OF PUBLICATION)	75.00
5	CITATION BY CERTIFIED MAIL		85.00
6	WRIT SCIRE FACIAS		200.00
7	DISTRESS WARRANT		100.00
8	FORCIBLE ENTRY AND DETAINER (FED CITATION)		75.00
9	INJUNCTION		75.00
10	NOTICE--ALL		75.00
11	SUBPOENA--CIVIL		75.00
12	ORDER		75.00
13	ORDER OF SALE		200.00
14	TEMPORARY RESTRAINING ORDER		100.00
15	ALL OTHER WRITS NOT SPECIFIED		200.00
16	PRECEPTS		75.00
17	SUMMONS		75.00
18	TAX WARRANT		200.00
19	TEMPORARY PROTECTIVE ORDER (IF FILED UNDER FAMILY LAW CHAPTER 71, NO FEE)		75.00
20	WRIT OF ATTACHMENT--PERSON		80.00
21	WRIT OF ATTACHMENT--PROPERTY		200.00
22	WRIT OF EXECUTION		200.00
23	WRIT OF GARNISHMENT		80.00
24	WRIT OF HABEAS CORPUS		75.00
25	WRIT OF POSSESSION		200.00
26	WRIT OF SEQUESTRATION		200.00
27	LEVY		20.00
28	DEEDS		25.00
29	LEVY, DEED, AND NOTICE PACKAGE		75.00
30	WRIT OF RESTORATION		200.00
31	WRIT OF REENTRY		200.00
32	AFFIDAVIT OF SERVICE		30.00
33	WRIT OF RETRIEVAL		200.00

	MISCELLANEOUS FEES		
1	CLEARANCE LETTER (CERTIFIED)		5.00
2	HCSO CERTIFIED REPORT (PER REPORT)		2.00
3	VIDEO TAPE COPY		55.00
4	VIDEO PRINT PICTURE (EACH)		2.00
5	CERTIFIED BOND LIABILITY REPORT		5.00
6	PROCESS BY CERTIFIED MAIL (MAIL CHARGE)		15.00
7	FINGERPRINTING		10.00
8	COPY OF CAPIAS (PER PAGE)		2.00
9	ALL OTHER COPIES (PER PAGE)		1.00
10	911 AUDIO RECORDING (PER INCIDENT)		5.00
11	VERIFICATION OF INCARCERATION LETTER (CERTIFIED)		5.00
12	CERTIFIED MEDICAL REPORTS/DOCUMENTS	PER PAGE	1.00

NOTE: AFTER ONE (1) UNSUCCESSFUL ATTEMPT OF SERVICE, THE FEE AMOUNT FOR THE SERVICE OF PROCESS IS ASSESSED AND WILL BE COLLECTED.

REVIEWED, APPROVED, AND ADOPTED BY HIDALGO COUNTY COMMISSIONERS' COURT ON SEPTEMBER 15, 2015. SUPERSEDES PREVIOUS COURT ORDER REGARDING THESE FEES AND WILL GO INTO EFFECT ON JANUARY 01, 2016.

AI-51296 **Executive Office** **11. A.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of and authorization for County Judge to sign Certificate of County Judge of Hidalgo County, Texas relating to Education Revenue Bond Series 2015 of IDEA Public Schools

BACKGROUND

Steve Crain, Legal Counsel

Fiscal Impact

Attachments

cert and backup
email
signed cert

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/09/2015 05:00 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Monica Badillo Started On: 09/09/2015 04:36 PM

Final Approval Date: 09/11/2015

CERTIFICATE OF THE COUNTY JUDGE OF HIDALGO COUNTY, TEXAS
(Education Revenue Bonds (IDEA Public Schools) Series 2015)

The undersigned County Judge of Hidalgo County, Texas, (the "County") hereby certifies with respect to the issuance by the Clifton Higher Education Finance Corporation (the "Corporation"), of its Education Revenue Bonds (IDEA Public Schools) Series 2015 (the "Bonds"), that:

1. This certificate is based upon the CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING attached hereto as **Exhibit A** relating to the public hearing conducted on the date indicated in the Affidavit of Publication attached to such Minutes of Public Hearing by the duly appointed hearing officer of the Corporation in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended; and

2. Solely for purposes of the approval requirements of the aforesaid Section 147(f) of the Code, and for no other purpose, in my capacity as County Judge, I hereby approve the Bonds the facilities to be financed with the proceeds of the Bonds, and hereby ratify and approve all actions taken by or on behalf of the County with respect to the appointment of the Hearing Officer, the publication of the Notice of the Public Hearing as reflected in the Affidavit of Publication attached as **Exhibit A** to the attached Certificate of Public Hearing Officer, and the conducting of such Public Hearing.

THIS APPROVAL SHALL NOT BE CONSTRUED AS (1) A REPRESENTATION OR WARRANTY BY THE COUNTY, THE COUNTY JUDGE OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE BONDS WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE BONDS WILL IN FACT BE PERFORMED; (2) A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE COUNTY; OR (3) A REPRESENTATION OR WARRANTY BY THE COUNTY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF THE CORPORATION OR THE VALIDITY OF THE BONDS.

Date: _____, 2015

_____
County Judge, Hidalgo County, Texas

EXHIBIT A

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

CLIFTON HIGHER EDUCATION FINANCE CORPORATION
EDUCATION REVENUE BONDS (IDEA PUBLIC SCHOOLS) SERIES 2015

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the above-referenced bonds (collectively, the "Bonds").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto.

2. Notice of the public hearing was published no less than 14 days before the date of the public hearing in The Monitor, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Exhibit A**.

3. All persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the project to be financed with proceeds of the Bonds. No such persons appeared or made comments except as is set forth on **Exhibit B** attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 24th day of August, 2015.

Wyatt J. Truscheit
Hearing Officer

Exhibit A - Affidavit of Publication of the Notice of Public Hearing
Exhibit B - Names and Comments of Persons Attending Public Hearing

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

ATTACHED

40009830 - Andrews Kurth LLP - 95207468

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

LORENA JIMENEZ being duly sworn on his/her oath states that he/she is a Sales Representative of THE MONITOR and that the attached notice appeared in the following issues:

August 6, 2015

Lorena Jimenez

Subscribed and sworn to before me this the 6th day of August A.D. 2015

Notary Public, Hidalgo County

NOTARY PUBLIC STATE OF TEXAS
ELIZABETH D FLORES
My Commission Expires
September 29, 2017

NOTICE OF PUBLIC HEARING

CLIFTON HIGHER EDUCATION FINANCE CORPORATION
EDUCATION REVENUE BONDS
(IDEA PUBLIC SCHOOLS)
SERIES 2015

Notice is hereby given of a public hearing to be held on behalf of the Clifton Higher Education Finance Corporation (the "Issuer") on August 24, 2015, at 8:00 a.m., at 505 Angelita Drive, Suite 9, Weslaco, Texas 78596, with respect to the captioned bonds (the "Bonds"). The Bonds will be issued in an aggregate principal amount not to exceed $200,000,000 by the Issuer. The proceeds of the Bonds will be issued as part of a plan of finance and loaned to IDEA Public Schools, a Texas nonprofit corporation (the "Borrower") for the following purposes:

(1) financing and/or refinancing the costs of acquiring, constructing, improving and equipping educational facilities of the Borrower, including:

- IDEA Headquarters, 2112 W. Pike Boulevard, Weslaco, Texas 78596 ("Weslaco Headquarters");
- IDEA Frontier Academy , 2800 S. Dakota Avenue, Brownsville, Texas 78521 and IDEA Frontier College Preparatory, 0 Dockberry Road, Brownsville, Texas 78520 (collectively, "Frontier Campus");
- IDEA Mission Academy and College Preparatory, 1600 S. Schuerbach Road, Mission, Texas 78572 ("Mission Campus");
- IDEA San Benito Academy and College Preparatory, 2151 Russell Lane, San Benito, Texas 78586 ("San Benito Campus");
- IDEA San Juan Academy, 200 North Nebraska St., San Juan, Texas 78589 and IDEA San Juan College Preparatory, 600 E. Sioux Rd., San Juan, Texas 78589 (collectively, "San Juan Campus");
- IDEA Alamo Academy and College Preparatory, 327 E. FM 495, Alamo, Texas 78516 ("Alamo Campus");
- IDEA Pharr Academy and College Preparatory, 600 E. Las Milpas Road, Pharr, Texas 78577 ("Pharr Campus");
- IDEA Donna Academy Donna College Preparatory, 401 S. 1st., Donna, Texas 78537 ("Donna Campus");
- IDEA Quest Academy and College Preparatory, 14001 N. Rooth Road, Edinburg, Texas 78504 ("Quest Campus");
- IDEA Edinburg Academy and College Preparatory, 2553 Roegiers Road, Edinburg, Texas 78541 ("Edinburg Campus");
- IDEA Weslaco Academy and College Preparatory, 2931 E. Sugar Cane Dr., Weslaco, Texas 78596 ("Weslaco Campus");
- IDEA Brownsville Academy and College Preparatory, 4395 Paredes Line Road, Brownsville, Texas 78526 ("Brownsville Campus");
- IDEA McAllen Academy and College Preparatory, 201 N. Bentsen Road, McAllen, Texas 78501 ("McAllen Campus");
- IDEA Carver Academy, 217 Robinson Place, San Antonio, Texas 78202 and IDEA Carver College Preparatory, 1511 Commerce, San Antonio, Texas 78202 ("Carver Campus");
- IDEA South Flores Academy and College Preparatory, 6919 S. Flores Street, San Antonio, Texas 78221 ("South Flores Campus");
- IDEA Monterrey Park Academy and College Preparatory, 222 SW 39th Street, San Antonio, Texas 78237 ("Monterrey Park Campus");
- IDEA Walzem Academy and College Preparatory, 6130 Walzem Road, San Antonio, Texas 78239 ("Walzem Campus");
- IDEA Allan Academy and College Preparatory, 220 Foremost Drive, Austin, Texas 78745 ("Allan Campus");
- IDEA Weslaco Pike Academy and College Preparatory, 1000 East Pike

- IDEA Brownsville Academy and College Preparatory, 4395 Paredes Line Road, Brownsville, Texas 78526 ("Brownsville Campus");
- IDEA McAllen Academy and College Preparatory, 201 N. Bentsen Road, McAllen, Texas 78501 ("McAllen Campus");
- IDEA Carver Academy, 217 Robinson Place, San Antonio, Texas 78202 and IDEA Carver College Preparatory, 1511 Commerce, San Antonio, Texas 78202 ("Carver Campus");
- IDEA South Flores Academy and College Preparatory, 6919 S. Flores Street, San Antonio, Texas 78221 ("South Flores Campus");
- IDEA Monterrey Park Academy and College Preparatory, 222 SW 39th Street, San Antonio, Texas 78237 ("Monterrey Park Campus");
- IDEA Walzem Academy and College Preparatory, 6130 Walzem Road, San Antonio, Texas 78239 ("Walzem Campus");
- IDEA Allan Academy and College Preparatory, 220 Foremost Drive, Austin, Texas 78745 ("Allan Campus");
- IDEA Weslaco Pike Academy and College Preparatory, 1000 East Pike Boulevard, Weslaco, Texas 78596 ("Weslaco Pike Campus");
- IDEA Eastside Academy and College Preparatory, 2519 Martin Luther King Drive, San Antonio, Texas 78203 ("Eastside Campus");
- IDEA Academy San Antonio No. 6 and IDEA College Preparatory San Antonio No. 6, Judson Road and Feather Ridge, San Antonio, Texas 78233 ("San Antonio Campus No. 6");
- IDEA San Antonio No. 7 Academy and College Preparatory, on Waters Edge Drive, San Antonio, Texas 78245 ("San Antonio Campus No. 7");
- IDEA San Antonio No. 8 Academy and College Preparatory, 4843 Lord Road, San Antonio, Texas 78220 ("San Antonio Campus No. 8");
- IDEA San Antonio No. 9 Academy and College Preparatory, Ray Ellison Blvd. and Old Pearsall Road (FM 2536), San Antonio, Texas 78242 ("San Antonio Campus No. 9");
- IDEA San Antonio No. 10 Academy and College Preparatory, NEC Ingram Rd @ Potranco, San Antonio, Texas78251 ("San Antonio Campus No. 10");
- IDEA Riverview Academy and College Preparatory, 30 Palm Boulevard, Brownsville, Texas 78526 ("Riverview Campus");
- IDEA Rundberg Academy and College Preparatory, 9504 N. Interstate 35 (Rundberg Lane), Austin, Texas 78753 ("Rundberg Campus");
- IDEA Austin No. 3 Academy and College Preparatory, E. Slaughter Lane and Old Lockhart Road, Austin, Texas 78747 ("Austin Campus No. 3");
- IDEA North Mission Academy and College Preparatory, 201 N. Bentsen Road, McAllen, Texas 78501 ("North Mission Campus");
- IDEA Rio Grande City Academy and College Preparatory, to be located on a tract containing 20.00 acres of land situated in the County of Starr, Texas, being a part or portion of Lots 45, 46, 47, 54, 55, 56, 65, 66 and 67, Unit 1, Valle Rico de Rio Grande Little Farms, recorded in Volume 3, Page 541, Map and Plat Records, Starr County, Texas ("Rio Grande City Campus"); and

(2) paying a portion of the costs of issuance of the Bonds.

The Project will be owned and operated by the Borrower. The Bonds are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

The public hearing will be conducted by Wyatt J. Truscheit or his designee (the Hearing Officer). All interested persons are invited to attend such public hearing to express their views with respect to the above-described project and the Bonds. Any interested persons unable to attend the hearing may submit their views in writing to the Hearing Officer prior to the date scheduled for the hearing at fax number (713) 238-5040. This notice is published and the hearing is held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

EXHIBIT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

NONE

Name of Attendee	Comment
1. _____	_____
2. _____	_____
3. _____	_____

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

FW: IDEA Public Schools

From : Steve Crain <scrain@atlashall.com> Wed, Aug 26, 2015 04:42 PM
Subject : FW: IDEA Public Schools 1 attachment
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

This the same item we did last year. Please place on the next Commissioners Court agenda. If you have any questions please call.

From: Bowie, Joetta [mailto:JoettaBowie@andrewskurth.com]
Sent: Wednesday, August 26, 2015 2:56 PM
To: scrain@atlashall.com
Subject: IDEA Public Schools

Steve--

It's that time of year again when I need your assistance in getting the Hidalgo County Judge to approve the Tefra hearing for IDEA Public Schools. This is similar to the one he approved last year. I'm attaching the Certificate the County Judge needs to sign with the completed Exhibit A attached.

Please have the County Judge date and sign the Certificate as soon as practicable and return to me at the address shown below. The pricing is set for September 16 and we would like to have the signed Certificate prior to that time, if possible. Please send me a scanned copy prior to returning.

Let me know if you have questions or need anything further.

Thanks,
Joetta

Joetta Bowie
Paralegal

Andrews Kurth LLP
600 Travis, Suite 4200
Houston, Texas 77002
713.220.3850 Phone
713.238.5042 Fax
JoettaBowie@andrewskurth.com
andrewskurth.com

Confidentiality Notice: The information contained in this email and any attachments to it may be legally privileged and include confidential information intended only for the recipient(s) identified above. If you are not one of those intended recipients, you are hereby notified that any dissemination, distribution or copying of this email or its attachments is strictly prohibited. If you have received this email in error, please notify the sender of that fact by return email and permanently delete the email and any attachments to it immediately. Please do not retain, copy or use this email or its attachments for any purpose, nor disclose all or any part of its contents to any other person. Andrews Kurth LLP operates as a limited liability partnership. Andrews Kurth (Middle East) DMCC is registered and licensed as a Free Zone company under the rules and regulations of DMCCA. Andrews Kurth (UK) LLP is authorized and regulated by the

Solicitors Regulation Authority of England and Wales (SRA Registration No.598542). Thank you.

DOC.PDF
632 KB

CERTIFICATE OF THE COUNTY JUDGE OF HIDALGO COUNTY, TEXAS
(Education Revenue Bonds (IDEA Public Schools) Series 2015)

The undersigned County Judge of Hidalgo County, Texas, (the "County") hereby certifies with respect to the issuance by the Clifton Higher Education Finance Corporation (the "Corporation"), of its Education Revenue Bonds (IDEA Public Schools) Series 2015 (the "Bonds"), that:

1. This certificate is based upon the CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING attached hereto as **Exhibit A** relating to the public hearing conducted on the date indicated in the Affidavit of Publication attached to such Minutes of Public Hearing by the duly appointed hearing officer of the Corporation in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended; and

2. Solely for purposes of the approval requirements of the aforesaid Section 147(f) of the Code, and for no other purpose, in my capacity as County Judge, I hereby approve the Bonds the facilities to be financed with the proceeds of the Bonds, and hereby ratify and approve all actions taken by or on behalf of the County with respect to the appointment of the Hearing Officer, the publication of the Notice of the Public Hearing as reflected in the Affidavit of Publication attached as **Exhibit A** to the attached Certificate of Public Hearing Officer, and the conducting of such Public Hearing.

THIS APPROVAL SHALL NOT BE CONSTRUED AS (1) A REPRESENTATION OR WARRANTY BY THE COUNTY, THE COUNTY JUDGE OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE BONDS WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE BONDS WILL IN FACT BE PERFORMED; (2) A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE COUNTY; OR (3) A REPRESENTATION OR WARRANTY BY THE COUNTY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF THE CORPORATION OR THE VALIDITY OF THE BONDS.

Date: September 15, 2015

Ramon Garcia
County Judge, Hidalgo County, Texas

HOU:3066770.1

APPROVED BY
COMMISSIONERS' COURT
ON: 9/15/15 pm

EXHIBIT A

AI-51285 **Other** **12. A.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Buddy Silva, JUVENILE PROBATION

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: JUVENILE PROBATION

Information

CAPTION

Approval of Interlocal Agreement between McAllen Independent School District and Hidalgo County acting by and through its Juvenile Probation Department (catering services)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-423-32-330-001-0-630

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

BUDGETARY IMPACT:

Fiscal Impact on General Fund will be zero (0). Meals are initially paid by the County and subsequently reimbursed by Southwest Key.

Attachments

ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/09/2015 01:50 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Monica Badillo		Started On: 09/09/2015 11:09 AM
Final Approval Date: 09/11/2015		

McALLEN INDEPENDENT SCHOOL DISTRICT

LORENA GARCIA, CPPB
Director of Purchasing Services

August 27, 2015

Hidalgo County Juvenile Justice Center
Attn: Judge Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer
1001 N. Doolittle Road
Edinburg, Texas 78539

Re: Interlocal Cooperative Agreement No. 2015-020 - Hidalgo County Juvenile Probation (JJAEP) for Catering Services

Dear Judge Ramirez:

Enclosed are two (2) identical Agreements between McAllen ISD and Hidalgo County Juvenile Probation Department for the services referenced above. The agreement requires signatures of all parties noted. Please sign the two (2) originals where indicated. Upon completion of all signatures, keep (1) original and forward (1) original to:

McAllen Independent School District
Purchasing Services
Attn: Lorena Garcia
4309 Warrior Drive, Bldg. C
McAllen, Texas 78501

If you have any questions regarding this matter, you may contact me at (956) 632-3241.

Sincerely,

Lorena Garcia, CPPB
Purchasing Services

Enclosures (2)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN MCALLEN INDEPENDENT SCHOOL DISTRICT AND HIDALGO COUNTY ACTING BY AND THROUGH ITS JUVENILE PROBATION DEPARTMENT

THIS Agreement, is entered into this 24th day of August, 2015, by and between The McAllen Independent School District hereinafter referred to as "District," and Hidalgo County acting by and through its Juvenile Probation Department, Texas hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, THE County administers the Hidalgo County Juvenile Justice Alternative Education Program ("JJAEP") for the geographic area in which District is located and District desires to provide goods and services for JJAEP; and

WHEREAS, District is of the opinion that participation in the provisions of goods and Services to JJAEP will be highly beneficial to the taxpayers of District through the efficiencies and potential savings to be realized; and

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

1. **Purpose.** This Interlocal Agreement is entered into by and between District and County for the purpose of preparing meals (breakfast and lunch), under sanitary conditions, using good quality foods to be provided to the students of JJAEP, located at 3017 S. 10th McAllen, Texas 78503.

2. **National School Lunch Requirements.** The food prepared will meet the requirements for the National School Lunch Program (hereinafter referred to a "NSLP"). The meals will be planned according to USDA guidelines. District reserves the right to determine portion sizes and contents; however, compliance issues with the NSLP will the sole responsibility of County and not District.

3. **Cost.** District shall prepare and package breakfast and lunch to be delivered to County or its designee for the 2015-16 school year at the cost listed below. If significant changes in costs for the meal service occur, the cost of the meal will be re-evaluated and County will be given a thirty-day notice before costs are adjusted. Any cost adjustments will be initiated solely at the discretion of the District. District shall invoice County for all meals delivered to JJAEP each month at the following unit cost:

Breakfast	$2.50	Lunch	$3.50

4. **Term**.

4.1 The term of the Agreement shall be for one (1) year, beginning August 24, 2015, and terminating August 23, 2016.

4.2 This Interlocal Agreement shall be renewed for two (2) additional one (1) year terms, unless either party notifies the other of its intent not renew within sixty (60) days of the expiration date of this Agreement.

4.3 Either party may terminate this Agreement with or without cause by giving thirty (30) days notice in writing of the intent to terminate. Said notice shall be delivered in person or by regular mail.

5. **Meals Per District's School Calendar.** District shall provide County with a school calendar of its days of operation. Meals will be provided to the County on District's school days only. District shall not be required to provide food services on days that it is not in operation. County shall notify District at least (30) days in advance of its beginning and ending dates, workdays, holidays and any other days that would affect meal service.

6. **Methods of Operation.**

6.1 District shall base the menu components and portions for meals on USDA School Lunch Patterns. Meals provided by District to County shall meet this requirement but District is not responsible for compliance of these requirements.

6.2 If a menu item is unacceptable, a written request for a change in menu shall be submitted to District's Director of Food Service at least (30) days in advance. These requests will be honored when possible, and so long as it does not disrupt the meals prepared and delivered to all other schools of District.

6.3 By 9:00 a.m. each school day during which District's schools are in session, County or its designee shall telephone the manager or designated contact person of the school preparing the meals and order the exact number of required lunches for that day and the required breakfasts for the following day. District shall prepare lunch no later than 11:00 a.m., or at an agreed upon time.

6.4 District's Office of the Child Nutrition will provide County with a Daily Receiving Report and a Food Production Record Sheet signed by District's catering manager. Upon receiving the food, County's authorized person shall sign the Daily Receiving Report and a Food Production Record Sheet.

6.5 District's office of the Child Nutrition will bill according to the number of meals ordered, not served. County shall make payments within thirty (30) days after receipt of the statement.

6.6 County or its designee shall be responsible for all paperwork, including but not limited to, point of sale accountability, production record sheets, daily meals counts and money received from NSLP.

7. **Notices.** 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. Any and all notices required to be given under the terms and conditions of this Agreement shall be delivered to the following addresses:

If to District: McAllen Independent School District
Attention: Dr. James J. Ponce
2000 N. 23rd Street
McAllen, Texas 78501
Phone: 618-6000
Facsimile: (956) 631-7206

If to County: Chief Israel "Buddy" Silva
Hidalgo County Juvenile Probation Department
1001 N. Doolittle
Edinburg, Texas 78539
Phone: (956) 381-8600
Facsimile: (956) 383-4280

8. **Conflict with Applicable Law.** Nothing in this agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of 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.

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

10. **Entire Agreement.** This Agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party 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 District 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. **Additional Documents.** The parties hereto convenant and agree that they will execute such other and further instruments and documents as are or may become necessary or may become convenient to effectuate and carry out the terms of the Agreement.

13. **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.

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

15. **Heading.** 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.

16. **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.

17. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

18. **Performance of Government Functions.** 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.

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

EXECUTED this the 24th day of August 2015.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, County Clerk

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

By:_____
Israel "Buddy Silva, Jr., Director and
Chief Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By:_____
Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

McALLEN INDEPENDENT SCHOOL DISTRICT

By: Conrado Alvarado
Conrado Alvarado President – Board of Trustees

APPROVED AS TO FORM:
ATLAS, HALL, & RODRIGUEZ, LLC

BY:_____
STEPHEN L. CRAIN

ATTEST:

By:_____

AI-51203 **Human Resources** **13. A.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Tax Office (1100) / Special Vehicle Inventory (1246):
1. Discussion, consideration, and approval of the following personnel action effective next full pay period, 09/21/2015:

Action	Slot#	Dept/ Program	Position Title	Budgeted Salary	Proposed Position Title
Title Change	0003	140-001	Manager, Tax Collection Section	$65,507.00 $2,800.00 (Auto Allowance)	Property Tax Manager
	0002	140-003		$3,000.00	

2. Approval to revise the salary schedule in accordance with Commissioner's Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

JOB DESCRIPTION
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/04/2015 04:40 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Diana Munoz		Started On: 09/02/2015 03:25 PM
Final Approval Date: 09/11/2015		

HIDALGO COUNTY TAX OFFICE

PROPERTY TAX MANAGER

GENERAL DESCRIPTION

Performs moderately complex (journey-level) managerial work overseeing the daily operations and activities of a County department's program(s). Work involves establishing goals and objectives; developing guidelines, procedures, rules, and regulations; developing schedules, priorities, and standards for achieving established goals; coordinating and evaluating program activities; and developing and evaluating budget requests. Plans, assigns, and supervises the work of others. Performs a variety of cashiering procedures for which guidelines exist, but where judgment frequently is required in non-routine situations and/or specialized subject knowledge.

EXAMPLES OF WORK PERFORMED

Supervises tax office computer operations and personnel

Interviews applicants for employment, evaluating, training, and supervising employees

Maintains personnel records, time cards and processes time sheets; Submits any injury or illness reports to Risk Management when accidents or illnesses occur

Travels to and attends training courses, seminars, and other meetings when required

Must comply with all Board of Tax Professional Examiners requirements

Coordinates computer workload with other supervisors in order to insure that all deadlines and required computer generated reports are accurate and completed timely

Evaluates specifications for computer equipment and supplies purchased throughout the year

Responsible for keeping track of supplies and ordering supplies when needed

Maintains budget reports and payroll reports

Assists with the effective rate calculations, publications, and filings of county and state required reports

Keeps track of title companies remote users access fees

Reviews and answers correspondence, composes letters and office forms

Oversees that state, county, and other entity reports are being prepared and transmitted timely

Supervises personnel in accordance with Civil Service Manual

Oversees that all returned checks are being processed

Must keep up with all Legislative changes and rules and keep Personnel informed

Visits sub-stations on a regular basis

Deals with the public and helping employees solve problems with taxpayers in person or by telephone, conveys messages, and makes telephone calls

Works closely with internal and external auditors, school and city personnel and delinquent tax attorneys

Must have good judgment, be courteous, cooperative, maintain a good attendance record and be properly dressed for the job

Must be able to perform consistently and effectively under extreme pressure

Must observe on rules and safety procedures

Ensures that office is open and operational during all working hours

May perform other duties in the Assessing, Collection and Motor Vehicle department for cross training

Performs other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four (4) years of experience in office administration or related field with minimum one (1) year of supervisory experience

Experience in government environment

Graduation from an accredited four (4) year college or university in accounting, business administration, public administration or other related field.

Two (2) years of related experience may be substituted for one (1) year of the required education with a maximum substitution of two years.

Must provide letter of recommendation from previous employer and copies of diplomas and certificates of achievements

Certificates, Licenses & Registration

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

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

Knowledge, Skills, and Abilities

Ability to read and interpret documents such as safety rules, operating, and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to speak effectively before groups of employees of departments

Ability to add, subtract, multiply, and divide in all units of measure using whole numbers, common fractions, and decimals

Ability to compute rates, ratios, and percents to draw and interpret bar graphs

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form

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

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Tax Office (140) DATE: 8/13/2015

CURRENT POSITION TITLE: MANAGER, TAX COLLECTIONS SECTION CURRENT SLOT #: 140-001-003 / 140-003-002

REQUESTED POSITION TITLE: PROPERTY TAX MANAGER

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Change Position Title

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

POSITION SALARY REQUEST:

Tax Office Fund Account - 1100-415-15-140-001-0

Salary Amount:

$ 65,507.00	$ 65,507.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Tax Office Fund Account - 1100-415-15-140-001-0

Auto Allowance:

$ 2,800.00	$ 2,800.00	$ 0.00
Current Allowance Amount	Proposed Allowance Amount	Net Change

Special Vehicle Inventory 1246-415-15-140-003-

~~Salary Amount:~~ Supplemental Pay DT

$ 3,000.00	$ 3,000.00	$ 0.00
Current ~~G&S/ Budgeted Salary~~ Allowance Amount DT	Proposed ~~G&S/ Budgeted Salary~~ Allowance Amount DT	Net Change

Full Time Employee [X] Part Time Temporary [ ] $ _____
Object 113 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 [X]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

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

Title is being updated in order to keep same standard as other County Tax Offices statewide. For many years, this office had 1 Tax Assessing Managerand 1 Tax Collection Manager. Job duties will remain the same and the Tax Division will only have 1 Manager.

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)

No change in duties

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

HUMAN RESOURCES: Classification and Salary Recommendation

No budget impact

BUDGET & MANAGEMENT: Classification and Salary Recommendation

No budget impact

1.	DEPARTMENT HEAD	8-14-15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	9/2/15 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/3/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO

AI-51182 **Health & Human Services Dept.** **14. A.**

CC - REGULAR

Meeting Date: 09/15/2015

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 Title V Child Health FY 16 grant contract #2016-003931-00 in the amount of $32,833.00 for the period of 09/01/2015 to 08/31/2016.
2. Requesting approval for County Judge to e-sign the Title V Child Health grant contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $32,833.00.
4. Requesting approval of the budget appropriation.
5. Requesting approval of the salary schedule.

BACKGROUND

08/04/15 - AI-50640 - Approval to submit grant renewal application.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-051-6-XXX

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

BUDGETARY IMPACT:

No local match required.

5-1293-331-12-340-051-6-000 Child Health - Grant Revenue

Attachments

Grant Contract
Salary Budget
Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:43 PM
Manuel Chapa	Manuel Chapa	09/11/2015 03:56 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Mike Escaname Started On: 09/01/2015 02:47 PM
Final Approval Date: 09/11/2015

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-003931-00

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 $32,833.00.

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: CHS/TV-CHILDHLTH CHS-TitleV-Child Health Services

7. Statement of Work:

Contractor shall provide or assure the provision of child health and/or child dental services that include screening and eligibility determination, direct clinical and/or dental services, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management and appropriate referrals as necessary. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

Contractor shall participate in the DSHS-selected data and billing web-based system (Integrated Business Information System [IBIS]) to collect and process child health and child dental data, financial billings, and reports when it goes live. Contractor agrees to submit data and billing within 30 days of services, according to the business requirements of the web-based system and as specified in the current DSHS Policies and Procedures Manual for Title V Maternal and Child Health Fee-for-Service for Child Health, Dental and Prenatal.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Contract unless amended, including but not limited to:

- Title V of the Social Security Act, 42 USC § 701, et seq.

The following documents are incorporated by reference and made a part of this Contract. These include:

- DSHS FY16 Title V Fee-for-Service Child Health and Child Dental Renewal Application;
- Contractor's Response to DSHS' FY16 Title V Fee-for-Service Child Health and Child Dental Renewal Application;
- DSHS FY14 Competitive Request for Proposal (RFP) for Title V Fee for Services Contracts Child Health, Child
  Dental, Prenatal Medical and Prenatal Dental Services;
- Contractor's Response to FY14 Competitive RFP for Title V Fee for Services Contracts Child Health, Child Dental,
  Prenatal Medical and Prenatal Dental Services, and any revisions;
- Current Policies and Procedures Manual for Title V Maternal and Child Health Fee for Services for Child Health,
  Dental, and Prenatal;
- DSHS Department of State Health Services Standards for Public Health Clinic Services, revised August 2004, or
  latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2015, and Core Tool Monitoring Instructions, FY2015; or
  latest revision; and
- DSHS Title V Maternal and Child On-site Evaluation Report, revised for 2015, and Title V Tool Monitoring
  Instructions, FY2015; or latest revision.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it shall not continue performance under this Contract in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Contract immediately or within a reasonable period of time as determined by DSHS.

All activities must be performed in accordance with Contractor's final approved work plan.

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services, and quality assurance.

Eligible Population:

To be eligible for Title V Child Health Services, an individual must be:

- An infant not more than eleven (11) months of age,
- A child or adolescent one (1) through twenty-one (21) years of age,
- A Texas resident,
- In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level, and
- Ineligible for other programs/benefits providing the same services.

Children and adolescents, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon change in income.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If projected expenditures are below the total contract 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.

Contractor shall perform the activities required under this Contract in the Service Area designated in the most recent version of Section 8. "Service Area" of this Contract.

PERFORMANCE REQUIREMENTS:

The following performance requirement(s) will be used to assess, in part, the Contractor's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the contract.

Performance of Contractor, including compliance with DSHS Program procedures, policies and guidance, contractual conditions, attainment of performance requirements, maintenance of adequate staff, and submission of required data and narrative reports, if applicable, will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of DSHS.

- Contractor shall screen 100% of individuals considered for Title V eligibility with a DSHS-approved screening process, and refer to other programs and funding sources as appropriate.

See Performance Measures section for measures that have specific targets.

BILLING INSTRUCTIONS:

Within 30 days following the end of the month, Contractor shall request payment using the Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each MRR, contractor shall submit the acceptable supporting documentation for reimbursement of the required services/deliverables.

See Programmatic Reporting Requirements section for required supporting documentation and reports. Other data and/or reports deemed necessary by DSHS may be required, upon reasonable notice to Contractor.

Monthly Aggregate Activity Report (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs shall be submitted each month even if there are zero expenditures. MRRs are submitted each month for actual expenditures of the program even if the contract limit has been reached.

Contractor shall request payment from DSHS as directed by the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal whether via voucher or a web-based system.

When the web-based system goes live, Title V client data shall be entered into IBIS no later than 30 days of each service provided. From the data entered, requests for reimbursement will be generated as one of the automated functions of the IBIS system. Title V services that have met business rules will be marked approved to pay and submitted electronically to DSHS for processing through the State Comptroller. Paid claims will be deposited into the contractor's direct deposit account.

Contractor has 45 days from August 31, 2016 to enter data into IBIS system for services provided September 1, 2015 to August 31, 2016. Contractor will not be reimbursed for services entered into IBIS after the 45 day deadline.

Contractor shall submit a "Financial Reconciliation Report" (Form GC-10) no later than sixty (60) days after the end of the attachment term. This report must be signed and marked "Final" and shall be scanned and emailed to CDSB at the email address listed above. The GC-10 may also be faxed to CDSB at (512) 776-7521. The original, signed version shall also be mailed to the DSHS CPU at:

Department of State Health Services
Claims Processing Unit, Mail Code 1940
P.O. Box 149347
Austin, TX 78714-9347

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal.

8. Service Area

Hidalgo County

9. Performance Measures:

	Performance Measure Description	Target
1	Number of unduplicated clients that Contractor shall provide child health and/or dental services to:	201

10. Procurement method:

Competitive	RFP
GST-2016-Solicitation-00030	FCHS GOLIVE TITLE V CHILD HLTH SERVICES

11. Renewals:

Number of Renewals Remaining: 2 Date Renewals Expire: 08/31/2018

12. Payment Method:

Fee for Service/Unit Rate

13. Source of Funds:

93.994, 93.994, 93.994, 93.994

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Monthly Reimbursement Request (MRR)	Monthly	09/01/2015	08/31/2016	Due within 30 days
Title V Maternal-Child Services Report (Child Health and Dental) (Form EF21-12005)	Monthly	09/01/2015	08/31/2016	Due within 30 days
Monthly Aggregate Activity Report (Form EF21-12005)	Monthly	09/01/2015	08/31/2016	Due within 30 days

Submission Instructions:

Monthly Aggregate Activity Report special instructions: Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs and supporting documentation shall either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development & Support Branch (CDSB) at cdsb@dshs.state.tx.us, or faxed to CDSB at: (512) 776-7521.

MRRs shall be emailed also to the DSHS Claims Processing Unit (CPU) at invoices@dshs.state.tx.us, or faxed to CPU at (512) 776-7442.

16. Special Provisions

For purposes of this Contract only, the following provisions shall apply:

General Provisions, Compliance and Reporting Article I, is revised to include:

Contractor shall report to DSHS using established reports as directed by the Policies and Procedures Manual for Title V Maternal and Child Fee for Service for Child Health, Dental and Prenatal, and other data and/or reports deemed necessary by DSHS, upon reasonable notice to Contractor.

Eligibility: All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

General Provisions, Services Article II, is revised to include:

Co-pay: Contractor may assess a co-pay from clients who receive services under this Contract. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

General Provisions, Funding Article III, is revised to include:

Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Contract. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

General Provisions, Payment Methods and Restrictions Article IV, Section 4.02 Billing Submission, is revised to include:

Contractor's contract amount under this Contract is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Contract should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

A Request for “Financial Reconciliation Report”, Form GC-10, or the form specified in the Contractor’s Financial Procedures Manual, is due no later than sixty (60) days after the end of the Contract term. This report shall be marked "Final".

Billing Requirements: Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days

in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within forty five (45) days of the end of the Contract term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

Billing Activity: DSHS shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in SECTION VII. BUDGET, Contractor's ceiling may be subject to a decrease for the remainder of the Contract period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Contract if provided by Contractor during the term of this Contract (but not otherwise paid during the term of this Contract) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Contract, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

General Provisions, Terms and Conditions of Payment Article V, is replaced with the following:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, Access and Inspection Article IX, is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, Breach of Contract and Remedies for Non-Compliance Article XIV.

General Provisions, Assurances and Certifications Article XI, is revised to include:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
Has been excluded from participation in a program under 42 U.S.C. § 1395 et seq.; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes

during the term of this Contract. A false statement regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, General Business Operations of Contractor Article XII, is revised to include:

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

General Provisions, ARTICLE XIII, GENERAL TERMS, Section 13.15, Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Family and Community Health Services (FCHS) Division Performance Management Unit at least 90 days prior to the end of the term of this Contract.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-003931-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Fee for Service / Unit Rate,
d. Declarations	Certification Regarding Lobbying, Child Support Certification, Disclosure of Ownership and Control Interest Statement, 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

TEXAS Department of State Health Services

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2016-003931-00

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:

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General Provisions

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TEXAS Department of State Health Services

CHILD SUPPORT CERTIFICATION

Organization Name: Hidalgo County
Contract Number: 2016-003931-00

The Texas Family Code §231.006, places certain restriction on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified above is not a governmental entity or a nonprofit corporation.

The contractor certifies the following is a complete list of the names and social security numbers of either the individual or sole proprietor who is the contractor or each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity:

Name:	Social Security Number:

Under the Texas Family Code, §231.006, the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is in-accurate. A child support abligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

○ Applicable ◉ Non-Applicable

Signature of Authorized Individual Date:

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TEXAS Department of State Health Services

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

For definitions, procedures and requirements, refer to the appropriate Statutes or Regulations:
Title V – 42 USC §1397d
Title XVIII – 42CFR 420.200 – 206
Title XIX – 42CFR 455.100 – 106

Organization Name: Hidalgo County
Contract Number: 2016-003931-00

Completion and submission of this form is a condition of participation, certification, or recertification under any of the programs established by titles V, XVIII, and XIX, or as a condition of approval or renewal of a contractor agreement between the disclosing entity and the Department of State Health Services (DSHS) under any of the above-titled programs, a full and accurate disclosure of ownership and financial interest is required. Failure to submit requested information may result in a refusal by DSHS to enter into an agreement or contract with any such institution or in termination of existing agreements.

Answer all questions as of the current date.

Select the title(s) of the program(s) your organization provides services under: *

- [x] Title V
- [ ] Title XVIII
- [ ] Title XIX

Additional Orgnaization Information:

If your organization operates under a DBA, state the name below:

Enter the organization's provider number below:

General Questions:

1. Are there any individuals or organizations having a direct or indirect ownership or control interest of 5 percent or more in the institution, organization,or agency that have been convicted of a criminal offense related to the involvement of such persons, or organizations in any of the programs established by titles XVIII or XIX?

( ) Yes (•) No

If yes, complete the table below:

Name:
Address:
City:
State:
Zip Code:

2. Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by titles XVIII or XIX?

( ) Yes (•) No

If yes, complete the table below:

Name:
Address:
City:

State:
Zip Code:

3. Are any of the individuals, listed in question 1 and/or 2, currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? **(Title XVIII providers only)**

Yes No

If yes, complete the table below:
Name:
Address:
City:
State:
Zip Code:

4. List names, addresses for individuals having direct or indirect ownership or a controlling interest in the entity. If more than one individual is reported and any of these persons are related to each other, this must be reported under the Remarks Section.

Name:
Address:
City:
State:
Zip Code:
Remarks:

5. List organizations having direct or indirect ownership or a controlling interest in the entity.

Organization Name:
Director Name:
EIN Number:
Entity Type: If Other, Specify Type:
Address:
City:
State:
Zip Code:

6. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.)

Yes No

If yes, list names, addresses of individuals and provider numbers.

Name:	Address:	Provider Number:

7. Has there been a change in ownership or control within the last year?

Yes No

If yes, enter date of ownership change or control:

8. Do you anticipate any change of ownership or control within the next year?

Yes No

If yes, enter date of anticipated ownership change or control:

9. Do you anticipate filing for bankruptcy within the year?

Yes No

If yes, enter date of anticipated date for filing bankruptcy:

10. Is this facility operated by a management company, or leased in whole or part by another organization?

Yes No

If yes, give date of change in operations:

11. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?
- (•) Yes ( ) No

12. Is the facility currently affiliated with a chain or previously affiliated with a chain?
- ( ) Yes (•) No

If yes, complete the table below:

Name:
Affiliation Status:
Affiliate No.:
EIN Number:
Address:
City:
State:
Zip Code:

13. Have you increased your bed capacity by 10 percent or more or by 10 beds, whichever is greater, within the last 2 years?
- ( ) Yes (•) No

If yes, provide the following:

Year of change:
Current Number of Beds:
Prior Number of Beds:

WHOEVER KNOWINGLY AND WILLFULLY MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR REPRESENTATION OF THIS STATEMENT, MAY BE PROSECUTED UNDER APPLICABLE FEDERAL OR STATE LAWS. IN ADDITION, KNOWINGLY AND WILLFULLY FAILING TO FULLY AND ACCURATELY DISCLOSE THE INFORMATION REQUESTED MAY RESULT IN DENIAL OF A REQUEST TO PARTICIPATE OR WHERE THE ENTITY ALREADY PARTICIPATES, A TERMINATION OF ITS AGREEMENT OR CONTRACT WITH DSHS.

☐ 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.

Signature of Authorized Individual: Date:

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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*
Email*
Telephone*

FFATA Contact Person #2
Name*
Email*
Telephone*

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and

Child Health FY 16

Salary / Fringes Salary Schedule
09/01/2015 - 08/31/2016
For Budget Purposes Only

					Hourly		Work Hours	Work	09/01/15 to 08/31/16			Distribution				Insurance	
Slot #	Position Title	2015	General Fund Salary	Child Health Salary	Hourly Rate	Hourly Rate + 3% COLA	# of Hours 09/01/15 to 12/31/15	# of Hours 01/01/16 to 08/31/16	Projected Sal 09/01/15 to 12/31/15	Projected Sal 01/01/16 to 08/31/16	Projected Salaries	340-003	%	340-051	%	Health Ins.	Life Ins.
G002	Clerk II	22,303.00	3,568.00	18,735.00	9.0072	9.28	704	1,392	6,341.08	12,914.18	19,255.26	3,568.00	0.16	19,255.26	0.84	5,114.05	31.55
							Total Gross Salary - >							**19,255.26**		**5,114.05**	**31.55**
							Health Insurance - ($6,088.00 / yr * % of pay from grant)							**5,114.05**			
							Life Insurance - ($37.56 / Yr / person prorated by % of pay from grant)							**31.55**			
							FICA - (7.65% * Gross Salary)							**1,473.03**			
							Retirement - (10.63% * Gross Salary)							**2,046.83**			
							Unemployment - (.60% * Gross Salary)							**115.53**			
							Worker's Comp - (.94% * Gross Salary)							**181.00**			
														28,217.25			

Notes:

1 There are 2,096 work hours during the grant period of 09/01/2015 through 08/31/2016.
2 Health Insurance is $6,088.00 / yr times the percentage of pay from the grant. ($494.00 * 4 months + $514.00 * 8 months) (Prorated based on % of grant funded portion)
3 3% COLA budgeted from 01/01/16.
4 Fringe rates as proposed by Budget Office on 09/04/15.

Prepared by:
Health Human Services Dept.
09/09/15

Prepared by:
Health Human Services Dept.
09/09/15

DATE: September 01, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-051-6-XXX Child Health

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		
5-1293-441-00-340-051-6-113	Child Health - Reg F/T Employees	$ 19,257.00
Fringes		
5-1293-441-00-340-051-6-211	Child Health - Health Insurance	$ 5,125.00
5-1293-441-00-340-051-6-212	Child Health - Life Insurance	$ 35.00
5-1293-441-00-340-051-6-220	Child Health - FICA	$ 1,500.00
5-1293-441-00-340-051-6-230	Child Health - Retirement	$ 2,100.00
5-1293-441-00-340-051-6-250	Child Health - Unemployment Comp	$ 120.00
5-1293-441-00-340-051-6-260	Child Health - Workers Comp	$ 200.00
Travel		
5-1293-441-00-340-051-6-581	Child Health - In County Travel	$ 496.00
Other		
5-1293-441-00-340-051-6-339	Child Health - Other Professional Services	$ 4,000.00
	TOTAL APPROPRIATION	$ 32,833.00
5-1293-331-12-340-051-6-000	Child Health - Grant Revenue	$ 32,833.00
	TOTAL APPROPRIATION	$ 32,833.00

REASON: To appropriate the Child Health program budget for FY 16

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

September 9, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$ 32,833.00	Awards No. 2016-003931-00 CHS/TV-CHILDHLTH CHS-TitleV-Child Health Services

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/11/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C.	RODOLFO DELGADO JUDGE, 93RD D.C.	J. R. "BOBBY" FLORES JUDGE, 139TH D.C.	ROSE GUERRA REYNA JUDGE, 206TH D.C.	JUAN R. PARTIDA JUDGE, 275TH D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C.	NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER	LETICIA LOPEZ JUDGE, 389TH D.C.	AIDA SALINAS FLORES JUDGE, 398TH D.C.	ISRAEL RAMON, JR. JUDGE, 430TH D.C.	JESSE CONTRERAS JUDGE, 449TH D.C.

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-003931-00

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 $32,833.00.

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: CHS/TV-CHILDHLTH CHS-TitleV-Child Health Services

7. Statement of Work:

Contractor shall provide or assure the provision of child health and/or child dental services that include screening and eligibility determination, direct clinical and/or dental services, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management and appropriate referrals as necessary. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

Contractor shall participate in the DSHS-selected data and billing web-based system (Integrated Business Information System [IBIS]) to collect and process child health and child dental data, financial billings, and reports when it goes live. Contractor agrees to submit data and billing within 30 days of services, according to the business requirements of the web-based system and as specified in the current DSHS Policies and Procedures Manual for Title V Maternal and Child Health Fee-for-Service for Child Health, Dental and Prenatal.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Contract unless amended, including but not limited to:

- Title V of the Social Security Act, 42 USC § 701, et seq.

The following documents are incorporated by reference and made a part of this Contract. These include:

- DSHS FY16 Title V Fee-for-Service Child Health and Child Dental Renewal Application;
- Contractor's Response to DSHS' FY16 Title V Fee-for-Service Child Health and Child Dental Renewal Application;
- DSHS FY14 Competitive Request for Proposal (RFP) for Title V Fee for Services Contracts Child Health, Child
  Dental, Prenatal Medical and Prenatal Dental Services;
- Contractor's Response to FY14 Competitive RFP for Title V Fee for Services Contracts Child Health, Child Dental,
  Prenatal Medical and Prenatal Dental Services, and any revisions;
- Current Policies and Procedures Manual for Title V Maternal and Child Health Fee for Services for Child Health,
  Dental, and Prenatal;
- DSHS Department of State Health Services Standards for Public Health Clinic Services, revised August 2004, or
  latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2015, and Core Tool Monitoring Instructions, FY2015; or
  latest revision; and
- DSHS Title V Maternal and Child On-site Evaluation Report, revised for 2015, and Title V Tool Monitoring
  Instructions, FY2015; or latest revision.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it shall not continue performance under this Contract in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Contract immediately or within a reasonable period of time as determined by DSHS.

All activities must be performed in accordance with Contractor's final approved work plan.

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services, and quality assurance.

Eligible Population:

To be eligible for Title V Child Health Services, an individual must be:

- An infant not more than eleven (11) months of age,
- A child or adolescent one (1) through twenty-one (21) years of age,
- A Texas resident,
- In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level, and
- Ineligible for other programs/benefits providing the same services.

Children and adolescents, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon change in income.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If projected expenditures are below the total contract 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.

Contractor shall perform the activities required under this Contract in the Service Area designated in the most recent version of Section 8. "Service Area" of this Contract.

PERFORMANCE REQUIREMENTS:

The following performance requirement(s) will be used to assess, in part, the Contractor's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the contract.

Performance of Contractor, including compliance with DSHS Program procedures, policies and guidance, contractual conditions, attainment of performance requirements, maintenance of adequate staff, and submission of required data and narrative reports, if applicable, will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of DSHS.

- Contractor shall screen 100% of individuals considered for Title V eligibility with a DSHS-approved screening process, and refer to other programs and funding sources as appropriate.

See Performance Measures section for measures that have specific targets.

BILLING INSTRUCTIONS:

Within 30 days following the end of the month, Contractor shall request payment using the Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each MRR, contractor shall submit the acceptable supporting documentation for reimbursement of the required services/deliverables.

See Programmatic Reporting Requirements section for required supporting documentation and reports. Other data and/or reports deemed necessary by DSHS may be required, upon reasonable notice to Contractor.

Monthly Aggregate Activity Report (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs shall be submitted each month even if there are zero expenditures. MRRs are submitted each month for actual expenditures of the program even if the contract limit has been reached.

Contractor shall request payment from DSHS as directed by the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal whether via voucher or a web-based system.

When the web-based system goes live, Title V client data shall be entered into IBIS no later than 30 days of each service provided. From the data entered, requests for reimbursement will be generated as one of the automated functions of the IBIS system. Title V services that have met business rules will be marked approved to pay and submitted electronically to DSHS for processing through the State Comptroller. Paid claims will be deposited into the contractor's direct deposit account.

Contractor has 45 days from August 31, 2016 to enter data into IBIS system for services provided September 1, 2015 to August 31, 2016. Contractor will not be reimbursed for services entered into IBIS after the 45 day deadline.

Contractor shall submit a "Financial Reconciliation Report" (Form GC-10) no later than sixty (60) days after the end of the attachment term. This report must be signed and marked "Final" and shall be scanned and emailed to CDSB at the email address listed above. The GC-10 may also be faxed to CDSB at (512) 776-7521. The original, signed version shall also be mailed to the DSHS CPU at:

Department of State Health Services
Claims Processing Unit, Mail Code 1940
P.O. Box 149347
Austin, TX 78714-9347

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal.

8. Service Area

Hidalgo County

9. Performance Measures:

	Performance Measure Description	Target
1	Number of unduplicated clients that Contractor shall provide child health and/or dental services to:	201

10. Procurement method:

Competitive RFP

GST-2016-Solicitation-00030 FCHS GOLIVE TITLE V CHILD HLTH SERVICES

11. Renewals:

Number of Renewals Remaining: 2 Date Renewals Expire: 08/31/2018

12. Payment Method:

Fee for Service/Unit Rate

13. Source of Funds:

93.994, 93.994, 93.994, 93.994

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Monthly Reimbursement Request (MRR)	Monthly	09/01/2015	08/31/2016	Due within 30 days
Title V Maternal-Child Services Report (Child Health and Dental) (Form EF21-12005)	Monthly	09/01/2015	08/31/2016	Due within 30 days
Monthly Aggregate Activity Report (Form EF21-12005)	Monthly	09/01/2015	08/31/2016	Due within 30 days

Submission Instructions:

Monthly Aggregate Activity Report special instructions: Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs and supporting documentation shall either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development & Support Branch (CDSB) at cdsb@dshs.state.tx.us, or faxed to CDSB at: (512) 776-7521.

MRRs shall be emailed also to the DSHS Claims Processing Unit (CPU) at invoices@dshs.state.tx.us, or faxed to CPU at (512) 776-7442.

16. Special Provisions

For purposes of this Contract only, the following provisions shall apply:

General Provisions, Compliance and Reporting Article I, is revised to include:

Contractor shall report to DSHS using established reports as directed by the Policies and Procedures Manual for Title V Maternal and Child Fee for Service for Child Health, Dental and Prenatal, and other data and/or reports deemed necessary by DSHS, upon reasonable notice to Contractor.

Eligibility: All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

General Provisions, Services Article II, is revised to include:

Co-pay: Contractor may assess a co-pay from clients who receive services under this Contract. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

General Provisions, Funding Article III, is revised to include:

Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Contract. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

General Provisions, Payment Methods and Restrictions Article IV, Section 4.02 Billing Submission, is revised to include:

Contractor's contract amount under this Contract is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Contract should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

A Request for "Financial Reconciliation Report", Form GC-10, or the form specified in the Contractor's Financial Procedures Manual, is due no later than sixty (60) days after the end of the Contract term. This report shall be marked "Final".

Billing Requirements: Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days

in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within forty five (45) days of the end of the Contract term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

Billing Activity: DSHS shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in SECTION VII. BUDGET, Contractor's ceiling may be subject to a decrease for the remainder of the Contract period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Contract if provided by Contractor during the term of this Contract (but not otherwise paid during the term of this Contract) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Contract, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

General Provisions, Terms and Conditions of Payment Article V, is replaced with the following:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, Access and Inspection Article IX, is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, Breach of Contract and Remedies for Non-Compliance Article XIV.

General Provisions, Assurances and Certifications Article XI, is revised to include:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
Has been excluded from participation in a program under 42 U.S.C. § 1395 et seq.; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes

during the term of this Contract. A false statement regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, General Business Operations of Contractor Article XII, is revised to include:

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

General Provisions, ARTICLE XIII, GENERAL TERMS, Section 13.15, Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Family and Community Health Services (FCHS) Division Performance Management Unit at least 90 days prior to the end of the term of this Contract.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-003931-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Fee for Service / Unit Rate,
d. Declarations	Certification Regarding Lobbying, Child Support Certification, Disclosure of Ownership and Control Interest Statement, 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

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 78756-4204
City, State, Zip

Telephone Number

E-mail Address

Hidalgo County

By:
Signature of Authorized Official

Date

Name and Title

Address

City, State, Zip

Telephone Number

E-mail Address

TEXAS
Department of State Health Services

CHECK GLOBAL ERRORS

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Document Information: FCHS-2016-CHS/TV-CHI-00024
Parent Information: FCHS-2015-CHS/TV-CHI-00021
Details

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CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2016-003931-00

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

- Certification Regarding Lobbying
- Child Support Certification
- Disclosure of Ownership and Control Interest Statement
- Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
- Signature Page

General Provisions

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TEXAS
Department of State Health Services

CHECK GLOBAL ERRORS

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Document Information: FCHS-2016-CHS/TV-CHI-00024
Parent Information: FCHS-2015-CHS/TV-CHI-00021
Details

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CHILD SUPPORT CERTIFICATION

Organization Name: Hidalgo County
Contract Number: 2016-003931-00

The Texas Family Code §231.006, places certain restriction on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified above is not a governmental entity or a nonprofit corporation.

The contractor certifies the following is a complete list of the names and social security numbers of either the individual or sole proprietor who is the contractor or each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity:

Name:	Social Security Number:

Under the Texas Family Code, §231.006, the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is in-accurate. A child support abligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Applicable • Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

- Certification Regarding Lobbying
- Child Support Certification
- Disclosure of Ownership and Control Interest Statement
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TEXAS
Department of State Health Services

CHECK GLOBAL ERRORS SHOW HELP

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Document Information FCHS-2016-CHS/TV-CHI-00024
Parent Information: FCHS-2015-CHS/TV-CHI-00021
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DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

For definitions, procedures and requirements, refer to the appropriate Statutes or Regulations:
Title V – 42 USC §1397d
Title XVIII – 42CFR 420.200 – 206
Title XIX – 42CFR 455.100 – 106

Organization Name: Hidalgo County
Contract Number: 2016-003931-00

Completion and submission of this form is a condition of participation, certification, or recertification under any of the programs established by titles V, XVIII, and XIX, or as a condition of approval or renewal of a contractor agreement between the disclosing entity and the Department of State Health Services (DSHS) under any of the above-titled programs, a full and accurate disclosure of ownership and financial interest is required. Failure to submit requested information may result in a refusal by DSHS to enter into an agreement or contract with any such institution or in termination of existing agreements.

Answer all questions as of the current date.

Select the title(s) of the program(s) your organization provides services under: *
- [x] Title V
- [ ] Title XVIII
- [ ] Title XIX

Additional Orgnaization Information:

If your organization operates under a DBA, state the name below:

Enter the organization's provider number below:

General Questions:

1. Are there any individuals or organizations having a direct or indirect ownership or control interest of 5 percent or more in the institution, organization,or agency that have been convicted of a criminal offense related to the involvement of such persons, or organizations in any of the programs established by titles XVIII or XIX?

( ) Yes (•) No

If yes, complete the table below:

Name:
Address:
City:
State:
Zip Code:

2. Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by titles XVIII or XIX?

( ) Yes (•) No

If yes, complete the table below:

Name:
Address:
City:

State:

Zip Code:

3. Are any of the individuals, listed in question 1 and/or 2, currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? **(Title XVIII providers only)**

Yes • No

If yes, complete the table below:

Name:

Address:

City:

State:

Zip Code:

4. List names, addresses for individuals having direct or indirect ownership or a controlling interest in the entity. If more than one individual is reported and any of these persons are related to each other, this must be reported under the Remarks Section.

Name:

Address:

City:

State:

Zip Code:

Remarks:

5. List organizations having direct or indirect ownership or a controlling interest in the entity.

Organization Name:

Director Name:

EIN Number:

Entity Type: If Other, Specify Type:

Address:

City:

State:

Zip Code:

6. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.)

Yes • No

If yes, list names, addresses of individuals and provider numbers.

Name:	Address:	Provider Number:

7. Has there been a change in ownership or control within the last year?

Yes • No

If yes, enter date of ownership change or control:

8. Do you anticipate any change of ownership or control within the next year?

Yes • No

If yes, enter date of anticipated ownership change or control:

9. Do you anticipate filing for bankruptcy within the year?

Yes • No

If yes, enter date of anticipated date for filing bankruptcy:

10. Is this facility operated by a management company, or leased in whole or part by another organization?

Yes • No

If yes, give date of change in operations:

11. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?
 • Yes No

12. Is the facility currently affiliated with a chain or previously affiliated with a chain?
 Yes • No

If yes, complete the table below:

Name:
Affiliation Status:
Affiliate No.:
EIN Number:
Address:
City:
State:
Zip Code:

13. Have you increased your bed capacity by 10 percent or more or by 10 beds, whichever is greater, within the last 2 years?
 Yes • No

If yes, provide the following:

Year of change:
Current Number of Beds:
Prior Number of Beds:

WHOEVER KNOWINGLY AND WILLFULLY MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR REPRESENTATION OF THIS STATEMENT, MAY BE PROSECUTED UNDER APPLICABLE FEDERAL OR STATE LAWS. IN ADDITION, KNOWINGLY AND WILLFULLY FAILING TO FULLY AND ACCURATELY DISCLOSE THE INFORMATION REQUESTED MAY RESULT IN DENIAL OF A REQUEST TO PARTICIPATE OR WHERE THE ENTITY ALREADY PARTICIPATES, A TERMINATION OF ITS AGREEMENT OR CONTRACT WITH DSHS.

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.

Signature of Authorized Individual: Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Child Support Certification			
	Disclosure of Ownership and Control Interest Statement			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
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Minerva Diaz

From: Mike Escaname [mike.escaname@hchd.org]
Sent: Friday, September 04, 2015 4:27 PM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - Child Health FY 16 - $32,833.00
Attachments: 2016-003931-00 Child Health.pdf

Minerva,

I'd appreciate if you can arrange to have a Certification of Revenue processed for the Child Health FY 16 grant in the amount of $32,833.00.

We will present this contract to CC for acceptance on Tuesday, 09/15/15.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St.
Edinburg, TX 78539
Direct # (956) 292-7000 ext. 7210
Main # (956) 383-6221

AI-51182 **Health & Human Services Dept. 14. A.**

CC - REGULAR

Meeting Date: 09/15/2015

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 Title V Child Health FY 16 grant contract #2016-003931-00 in the amount of $32,833.00 for the period of 09/01/2015 to 08/31/2016.
2. Requesting approval for County Judge to e-sign the Title V Child Health grant contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $32,833.00.
4. Requesting approval of the budget appropriation.
5. Requesting approval of the salary schedule.

BACKGROUND

08/04/15 - AI-50640 - Approval to submit grant renewal application.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-051-6-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

Grant Contract

Appropriation

Salary Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:43 PM
Auditor's Office		
Purchasing Department		
Form Started By: Mike Escaname		Started On: 09/01/2015 02:47 PM

DATE: September 01, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-541-00-340-051-6-XXX Child Health

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		
5-1293-541-00-340-051-6-113	Child Health - Reg F/T Employees	$ 19,257.00
Fringes		
5-1293-541-00-340-051-6-211	Child Health - Health Insurance	$ 5,125.00
5-1293-541-00-340-051-6-212	Child Health - Life Insurance	$ 35.00
5-1293-541-00-340-051-6-220	Child Health - FICA	$ 1,500.00
5-1293-541-00-340-051-6-230	Child Health - Retirement	$ 2,100.00
5-1293-541-00-340-051-6-250	Child Health - Unemployment Comp	$ 120.00
5-1293-541-00-340-051-6-260	Child Health - Workers Comp	$ 200.00
Travel		
5-1293-441-00-340-051-6-581	Child Health - In County Travel	$ 496.00
Other		
5-1293-541-00-340-051-6-339	Child Health - Other Professional Services	$ 4,000.00
	TOTAL APPROPRIATION	$ 32,833.00
5-1293-331-12-340-051-6-000	Child Health - Grant Revenue	$ 32,833.00
	TOTAL APPROPRIATION	$ 32,833.00

REASON: To appropriate the Child Health program budget for FY 16

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

Child Health FY 16

Salary / Fringes Salary Schedule
09/01/2015 - 08/31/2016
For Budget Purposes Only

					Hourly		Work Hours	Work	09/01/15 to 08/31/16			Distribution				Insurance	
Slot #	Position Title	2015	General Fund Salary	Child Health Salary	Hourly Rate	Hourly Rate + 3% COLA	# of Hours 09/01/15 to 12/31/15	# of Hours 01/01/16 to 08/31/16	Projected Sal 09/01/15 to 12/31/15	Projected Sal 01/01/16 to 08/31/16	Projected Salaries	340-003	%	340-051	%	Health Ins.	Life Ins.
G002	Clerk II	22,303.00	3,568.00	18,735.00	9.0072	9.28	704	1,392	6,341.08	12,914.18	19,255.26	3,568.00	0.16	19,255.26	0.84	5,114.05	31.55
							Total Gross Salary - >							**19,255.26**		5,114.05	31.55
							Health Insurance - ($6,088.00 / yr * % of pay from grant)							**5,114.05**			
							Life Insurance - ($37.56 / Yr / person prorated by % of pay from grant)							**31.55**			
							FICA - (7.65% * Gross Salary)							**1,473.03**			
							Retirement - (10.63% * Gross Salary)							**2,046.83**			
							Unemployment - (.60% * Gross Salary)							**115.53**			
							Worker's Comp - (.94% * Gross Salary)							**181.00**			
														28,217.25			

Notes:

1 There are 2,096 work hours during the grant period of 09/01/2015 through 08/31/2016.
2 Health Insurance is $6,088.00 / yr times the percentage of pay from the grant. ($494.00 * 4 months + $514.00 * 8 months) (Prorated based on % of grant funded portion)
3 3% COLA budgeted from 01/01/16.
4 Fringe rates as proposed by Budget Office on 09/04/15.

Prepared by:
Health Human Services Dept.
09/09/15

AI-51185 **Health & Human Services Dept.** **14. B.**

CC - REGULAR

Meeting Date: 09/15/2015

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 Title V Prenatal FY 16 grant contract #2016-003894-00 in the amount of $144,029.00 for the period of 08/31/2015 to 08/31/2016.
2. Requesting approval for County Judge to e-sign the Title V Prenatal grant contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $144,029.00.
4. Requesting approval of the budget appropriation.
5. Requesting approval of the salary schedule.

BACKGROUND

08/04/15 - AI-50641 - Approval to submit grant renewal application.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-052-6-XXX

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

BUDGETARY IMPACT:

No local match required.

5-1293-334-10-340-052-6-000 Prenatal - Grant Revenue

Attachments

Title V Prenatal FY 16
Appropriation
Salary Budget
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:48 PM
Manuel Chapa	Manuel Chapa	09/11/2015 04:04 PM

Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Mike Escaname		Started On: 09/01/2015 03:03 PM
Final Approval Date: 09/11/2015		

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-003894-00

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 $144,029.00.

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 08/31/2015 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: CHS/TV-PRENATAL CHS-TitleV-Prenatal Services

7. Statement of Work:

Contractor shall provide or assure the provision of prenatal medical and prenatal dental services that include screening and eligibility determination, direct clinical and/or dental services, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management, and appropriate referrals as necessary. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

Contractor shall participate in the DSHS-selected data and billing web-based system (integrated Business Information System [IBIS]) to collect and process prenatal medical and prenatal dental data, financial billings, and reports when it goes live. Contractor agrees to submit data and billing within 30 days of services according to the business requirements of the web-based system and as specified in the current DSHS Policies and Procedures Manual for Title V Maternal and Child Health Fee-for-Service for Child Health, Dental and Prenatal

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Contract unless amended, including but not limited to:

- Title V of the Social Security Act, 42 USC § 701, et seq.

The following documents are incorporated by reference and made a part of this Contract. These include:

- DSHS FY16 Title V Fee-for-Service Prenatal Medical and Prenatal Dental Renewal Application;
- DSHS FY14 Competitive Request for Proposal (RFP) for Title V Fee for Services Contracts - Child Health, Child Dental, Prenatal Services, and Prenatal Dental Services;
- Contractor's Response to FY14 Competitive RFP Title V Fee for Services Contracts - Child Health, Child Dental, Prenatal Medical and Prenatal Dental Services, and any revisions;
- Current Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental, and Prenatal;
- DSHS Department of State Health Services Standards for Public Health Clinic Services, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2015, or latest revision, and Core Tool Monitoring Instructions, FY2015; or latest revision; and,
- DSHS Title V Maternal and Child On-site Evaluation Report, revised for 2015, or latest revision, and Title V Tool Monitoring Instructions, FY2015; or latest revision.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it shall not continue performance under this Contract in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Contract immediately or within a reasonable period of time as determined by DSHS.

All activities must be performed in accordance with Contractor's final approved work plan.

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services, and quality assurance.

Eligible Population:

To be eligible for Title V Prenatal Medical and Prenatal Dental Services, an individual must be:

- A pregnant female;

- A Texas resident;

- In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level; and

- Ineligible for other programs/benefits providing the same services.

Pregnant women, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon change in pregnancy status or income.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If projected expenditures are below the total contract 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.

Contractor shall perform the activities required under this Contract in the Service Area designated in the most recent version of Section 8. "Service Area" of this Contract.

PERFORMANCE REQUIREMENTS:

The following performance requirement(s) will be used to assess, in part, the Contractor's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the contract.

Performance of Contractor, including compliance with DSHS Program procedures, policies and guidance, contractual conditions, attainment of performance requirements, maintenance of adequate staff, and submission of required data and narrative reports, if applicable, will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of DSHS.

See Performance Measures section for measures that have specific targets.

Contractor shall screen 100% of individuals considered for Title V eligibility with a DSHS-approved screening process, and refer to other programs and funding sources as appropriate.

BILLING INSTRUCTIONS:

Within 30 days following the end of the month, Contractor shall request payment using the Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each MRR, contractor shall submit the acceptable supporting documentation for reimbursement of the required services/deliverables.

See Programmatic Reporting Requirements section for required supporting documentation and reports.

Other data and/or reports deemed necessary by DSHS may be required, upon reasonable notice to Contractor.

MRRs shall be submitted each month even if there are zero expenditures. MRRs are submitted each month for actual expenditures of the program even if the contract limit has been reached.

Contractor shall request payment from DSHS as directed by the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal whether via voucher or a web-based system.

When the web-based system goes live, Title V client data shall be entered into IBIS no later than 30 days of each service provided. From the data entered, requests for reimbursement will be generated as one of the automated functions of the IBIS system. Title V services that have met business rules will be marked approved to pay and submitted electronically to DSHS for processing through the State Comptroller. Paid claims will be deposited into the contractor's direct deposit account.

Contractor has 45 days from August 31, 2016, to enter data into IBIS system for services provided August 31, 2015 to August 31, 2016. Contractor will not be reimbursed for services entered into IBIS after the 45 day deadline.

Contractor shall submit a "Financial Reconciliation Report" (Form GC-10) no later than sixty (60) days after the end of the Attachment term. This report must be signed and marked "Final" and shall be scanned and emailed to CDSB at the email address listed above. The GC-10 may also be faxed to CDSB at (512) 776-7521. The original, signed version shall also be mailed to the DSHS CPU at:

Department of State Health Services
Claims Processing Unit, Mail Code 1940
P.O. Box 149347
Austin, TX 78714-9347

BUDGET:

Funding is further detailed on the Fee For Service Budget form.

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal.

8. Service Area

Hidalgo County

9. Performance Measures:

	Performance Measure Description	Target
1	Number of unduplicated clients that Contractor shall provide Title V Prenatal Services to:	688

10. Procurement method:

Competitive	RFP
GST-2016-Solicitation-00029	FCHS GOLIVE TITLE V PRENATAL SERIVCES

11. Renewals:

Number of Renewals Remaining: 2 Date Renewals Expire: 08/31/2018

12. Payment Method:

Fee for Service/Unit Rate

13. Source of Funds:

STATE, STATE, STATE

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Monthly Reimbursment Request (MRR) (Form EF21-12005)	Monthly	08/31/2015	08/31/2016	Due within 30 days
Title V Maternal-Child Services Report (Prenatal) (Form EF21-12005)	Monthly	08/31/2015	08/31/2016	Due within 30 days
Monthly Aggregate Activity Report (Prenatal) (Form EF21-12005)	Monthly	08/31/2015	08/31/2016	Due within 30 days

Submission Instructions:

Monthly Aggregate Activity Report (Prenatal) special instructions: Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs and the listed supporting documentation shall either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development and Support Branch (CDSB) at cdsb@dshs.state.tx.us or faxed to CDSB at: (512) 776-7521.

MRRs shall also be emailed to the DSHS Claims Processing Unit (CPU) at invoices@dshs.state.tx.us, or faxed to CPU at (512) 776-7442.

16. Special Provisions

For purposes of this Contract only, the following provisions shall apply:

General Provisions, Compliance and Reporting Article I, is revised to include:

Contractor shall report to DSHS using established reports as directed by the Policies and Procedures Manual for Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal, and other data and/or reports deemed necessary by DSHS, upon reasonable notice to Contractor.

Eligibility: All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

General Provisions, Services Article II, is revised to include:

Co-pay: Contractor may assess a co-pay from clients who receive services under this Contract. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

General Provisions, Funding Article III, is revised to include:

Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Contract. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

General Provisions, Payment Methods and Restrictions Article IV, is revised to include:

Contractor's contract amount under this Contract is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Contract should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

A Request for “Financial Reconciliation Report”, Form GC-10, or the form specified in the Contractor’s Financial Procedures Manual, is due no later than sixty (60) days after the end of the Contract term. This report shall be marked "Final".

Billing Requirements: Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human

Services Commission. All bills shall be submitted within forty five (45) days of the end of the Contract term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

Billing Activity: DSHS shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in the BUDGET section, Contractor's ceiling may be subject to a decrease for the remainder of the Contract period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Contract if provided by Contractor during the term of this Contract (but not otherwise paid during the term of this Contract) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Contract, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

General Provisions, Terms and Conditions of Payment Article V, is replaced with the following:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, Access and Inspection Article IX, is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, Breach of Contract and Remedies for Non-Compliance Article XIV.

General Provisions, Assurances and Certifications Article XI, is revised to include:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

- Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
- Has been excluded from participation in a program under 42 U.S.C. § 1395 et seq.; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes during the term of this Contract. A false statement regarding Contractor’s status will be treated as a material

misrepresentation.

General Provisions, General Business Operations of Contractor Article XII, is revised to include:

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

General Provisions, ARTICLE XIII, GENERAL TERMS, Section 13.15, Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Family and Community Health Services (FCHS) Division Performance Management Unit at least 90 days prior to the end of the term of this Contract.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-003894-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Fee for Service / Unit Rate,
d. Declarations	Certification Regarding Lobbying, Child Support Certification, Disclosure of Ownership and Control Interest Statement, 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

TEXAS Department of State Health Services

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2016-003894-00

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			
	Child Support Certification			
	Disclosure of Ownership and Control Interest Statement			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			

General Provisions

Contract Print

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TEXAS Department of State Health Services

CHILD SUPPORT CERTIFICATION

Organization Name: Hidalgo County
Contract Number: 2016-003894-00

The Texas Family Code §231.006, places certain restriction on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified above is not a governmental entity or a nonprofit corporation.

The contractor certifies the following is a complete list of the names and social security numbers of either the individual or sole proprietor who is the contractor or each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity:

Name:	Social Security Number:

Under the Texas Family Code, §231.006, the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is in-accurate. A child support abligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

○ Applicable ◉ Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Child Support Certification			
	Disclosure of Ownership and Control Interest Statement			
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TEXAS Department of State Health Services

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

For definitions, procedures and requirements, refer to the appropriate Statutes or Regulations:
Title V – 42 USC §1397d
Title XVIII – 42CFR 420.200 – 206
Title XIX – 42CFR 455.100 – 106

Organization Name: Hidalgo County
Contract Number: 2016-003894-00

Completion and submission of this form is a condition of participation, certification, or recertification under any of the programs established by titles V, XVIII, and XIX, or as a condition of approval or renewal of a contractor agreement between the disclosing entity and the Department of State Health Services (DSHS) under any of the above-titled programs, a full and accurate disclosure of ownership and financial interest is required. Failure to submit requested information may result in a refusal by DSHS to enter into an agreement or contract with any such institution or in termination of existing agreements.

Answer all questions as of the current date.

Select the title(s) of the program(s) your organization provides services under: *

- [x] Title V
- [ ] Title XVIII
- [ ] Title XIX

Additional Orgnaization Information:

If your organization operates under a DBA, state the name below:

Enter the organization's provider number below:

General Questions:

1. Are there any individuals or organizations having a direct or indirect ownership or control interest of 5 percent or more in the institution, organization,or agency that have been convicted of a criminal offense related to the involvement of such persons, or organizations in any of the programs established by titles XVIII or XIX?

( ) Yes (•) No

If yes, complete the table below:

Name:
Address:
City:
State:
Zip Code:

2. Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by titles XVIII or XIX?

( ) Yes (•) No

If yes, complete the table below:

Name:
Address:
City:

State:
Zip Code:

3. Are any of the individuals, listed in question 1 and/or 2, currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? **(Title XVIII providers only)**

○ Yes ◉ No

If yes, complete the table below:
Name:
Address:
City:
State:
Zip Code:

4. List names, addresses for individuals having direct or indirect ownership or a controlling interest in the entity. If more than one individual is reported and any of these persons are related to each other, this must be reported under the Remarks Section.

Name:
Address:
City:
State:
Zip Code:
Remarks:

5. List organizations having direct or indirect ownership or a controlling interest in the entity.

Organization Name:
Director Name:
EIN Number:
Entity Type: If Other, Specify Type:
Address:
City:
State:
Zip Code:

6. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.)

○ Yes ◉ No

If yes, list names, addresses of individuals and provider numbers.

Name:	Address:	Provider Number:

7. Has there been a change in ownership or control within the last year?

○ Yes ◉ No

If yes, enter date of ownership change or control:

8. Do you anticipate any change of ownership or control within the next year?

○ Yes ◉ No

If yes, enter date of anticipated ownership change or control:

9. Do you anticipate filing for bankruptcy within the year?

○ Yes ◉ No

If yes, enter date of anticipated date for filing bankruptcy:

10. Is this facility operated by a management company, or leased in whole or part by another organization?

○ Yes ○ No

If yes, give date of change in operations:

11. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?
- (•) Yes ( ) No

12. Is the facility currently affiliated with a chain or previously affiliated with a chain?
- ( ) Yes (•) No

If yes, complete the table below:

Name:
Affiliation Status:
Affiliate No.:
EIN Number:
Address:
City:
State:
Zip Code:

13. Have you increased your bed capacity by 10 percent or more or by 10 beds, whichever is greater, within the last 2 years?
- ( ) Yes (•) No

If yes, provide the following:

Year of change:
Current Number of Beds:
Prior Number of Beds:

WHOEVER KNOWINGLY AND WILLFULLY MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR REPRESENTATION OF THIS STATEMENT, MAY BE PROSECUTED UNDER APPLICABLE FEDERAL OR STATE LAWS. IN ADDITION, KNOWINGLY AND WILLFULLY FAILING TO FULLY AND ACCURATELY DISCLOSE THE INFORMATION REQUESTED MAY RESULT IN DENIAL OF A REQUEST TO PARTICIPATE OR WHERE THE ENTITY ALREADY PARTICIPATES, A TERMINATION OF ITS AGREEMENT OR CONTRACT WITH DSHS.

☐ 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.

Signature of Authorized Individual: Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Child Support Certification			
	Disclosure of Ownership and Control Interest Statement			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
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	Contract Print			

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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*
Email*
Telephone*

FFATA Contact Person #2
Name*
Email*
Telephone*

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and

DATE: August 31, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-052-6-XXX Prenatal

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		
5-1293-441-00-340-052-6-113	Prenatal - Reg F/T Employees	$ 38,170.00
Fringes		
5-1293-441-00-340-052-6-211	Prenatal - Health Insurance	$ 9,600.00
5-1293-441-00-340-052-6-212	Prenatal - Life Insurance	$ 60.00
5-1293-441-00-340-052-6-220	Prenatal - FICA	$ 2,925.00
5-1293-441-00-340-052-6-230	Prenatal - Retirement	$ 4,060.00
5-1293-441-00-340-052-6-250	Prenatal - Unemployment Comp	$ 250.00
5-1293-441-00-340-052-6-260	Prenatal - Workers Comp	$ 360.00
Travel		
5-1293-441-00-340-052-6-581	Prenatal - In-County Travel	$ 2,000.00
Supplies		
5-1293-441-00-340-052-6-610	Prenatal - General Supplies	$ 9,604.00
5-1293-441-00-340-052-6-660	Prenatal - Furnishings & Equipment	$ 2,000.00
Other		
5-1293-441-00-340-052-6-339	Prenatal - Other Professional Services	$ 75,000.00
		$ -
	TOTAL APPROPRIATION	$ 144,029.00
5-1293-334-10-340-052-6-000	Prenatal - Grant Revenue	$ 144,029.00
	TOTAL APPROPRIATION	$ 144,029.00

REASON: To appropriate the grant funds for the Prenatal FY 16 program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

PRENATAL FY 16

Salary / Fringes Salary Schedule
08/31/2015 - 08/31/2016
For Budget Purposes Only

					Hourly		Work Hours	Work	08/31/15 to 08/31/16			Distribution				Insurance	
Slot #	Position Title	2015	General Fund Salary	Prenatal Salary	Hourly Rate	Hourly Rate + 3% COLA	# of Hours 08/31/15 to 12/31/15	# of Hours 01/01/16 to 08/31/16	Projected Sal 08/31/15 to 12/31/15	Projected Sal 01/01/16 to 08/31/16	Projected Salaries	340-003	%	340-052	%	Health Ins.	Life Ins.
0003	Clinic Aide II	24,720.00	5,566.00	19,154.00	9.2087	9.48	712	1,392	6,556.56	13,203.00	19,759.56	5,566.00	0.23	19,759.56	0.77	4,717.21	29.10
G004	Clerk II	22,303.00	4,461.00	17,842.00	8.5779	8.84	712	1,392	6,107.45	12,298.63	18,406.08	4,461.00	0.20	18,406.08	0.80	4,870.29	30.05
							Total Gross Salary - >							**38,165.64**		**9,587.51**	**59.15**
							Health Insurance - ($6,088.00 / yr * % of pay from grant)							**9,587.51**			
							Life Insurance - ($37.56 / Yr / person prorated by % of pay from grant)							**59.15**			
							FICA - (7.65% * Gross Salary)							**2,919.67**			
							Retirement - (10.63% * Gross Salary)							**4,057.01**			
							Unemployment - (.60% * Gross Salary)							**228.99**			
							Worker's Comp - (.94% * Gross Salary)							**358.76**			
														55,376.73			

Notes:

1 There are 2,104 work hours during the grant period of 08/31/2015 through 08/31/2016.
2 Health Insurance is $6,088.00 / yr times the percentage of pay from the grant. ($494.00 * 4 months + $514.00 * 8 months) (Prorated based on % of grant funded portion)
3 3% COLA budgeted from 01/01/16.
4 Fringe rates as proposed by Budget Office on 09/04/15.

Prepared by:
Health Human Services Dept.
09/11/15

Prepared by:
Health Human Services Dept.
09/11/15

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

September 11, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$144,029.00	Award No. 2016-003894-00 CHS/TV-PRENATAL CHS-TitleV-Prenatal Services

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/11/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-003894-00

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 $144,029.00.

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 08/31/2015 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: CHS/TV-PRENATAL CHS-TitleV-Prenatal Services

7. Statement of Work:

Contractor shall provide or assure the provision of prenatal medical and prenatal dental services that include screening and eligibility determination, direct clinical and/or dental services, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management, and appropriate referrals as necessary. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

Contractor shall participate in the DSHS-selected data and billing web-based system (integrated Business Information System [IBIS]) to collect and process prenatal medical and prenatal dental data, financial billings, and reports when it goes live. Contractor agrees to submit data and billing within 30 days of services according to the business requirements of the web-based system and as specified in the current DSHS Policies and Procedures Manual for Title V Maternal and Child Health Fee-for-Service for Child Health, Dental and Prenatal

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Contract unless amended, including but not limited to:

- Title V of the Social Security Act, 42 USC § 701, et seq.

The following documents are incorporated by reference and made a part of this Contract. These include:

- DSHS FY16 Title V Fee-for-Service Prenatal Medical and Prenatal Dental Renewal Application;
- DSHS FY14 Competitive Request for Proposal (RFP) for Title V Fee for Services Contracts - Child Health, Child Dental, Prenatal Services, and Prenatal Dental Services;
- Contractor's Response to FY14 Competitive RFP Title V Fee for Services Contracts - Child Health, Child Dental, Prenatal Medical and Prenatal Dental Services, and any revisions;
- Current Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental, and Prenatal;
- DSHS Department of State Health Services Standards for Public Health Clinic Services, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2015, or latest revision, and Core Tool Monitoring Instructions, FY2015; or latest revision; and,
- DSHS Title V Maternal and Child On-site Evaluation Report, revised for 2015, or latest revision, and Title V Tool Monitoring Instructions, FY2015; or latest revision.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it shall not continue performance under this Contract in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Contract immediately or within a reasonable period of time as determined by DSHS.

All activities must be performed in accordance with Contractor's final approved work plan.

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services, and quality assurance.

Eligible Population:

To be eligible for Title V Prenatal Medical and Prenatal Dental Services, an individual must be:

- A pregnant female;

- A Texas resident;

- In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level; and

- Ineligible for other programs/benefits providing the same services.

Pregnant women, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon change in pregnancy status or income.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If projected expenditures are below the total contract 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.

Contractor shall perform the activities required under this Contract in the Service Area designated in the most recent version of Section 8. "Service Area" of this Contract.

PERFORMANCE REQUIREMENTS:

The following performance requirement(s) will be used to assess, in part, the Contractor's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the contract.

Performance of Contractor, including compliance with DSHS Program procedures, policies and guidance, contractual conditions, attainment of performance requirements, maintenance of adequate staff, and submission of required data and narrative reports, if applicable, will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of DSHS.

See Performance Measures section for measures that have specific targets.

Contractor shall screen 100% of individuals considered for Title V eligibility with a DSHS-approved screening process, and refer to other programs and funding sources as appropriate.

BILLING INSTRUCTIONS:

Within 30 days following the end of the month, Contractor shall request payment using the Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each MRR, contractor shall submit the acceptable supporting documentation for reimbursement of the required services/deliverables.

See Programmatic Reporting Requirements section for required supporting documentation and reports.

Other data and/or reports deemed necessary by DSHS may be required, upon reasonable notice to Contractor.

MRRs shall be submitted each month even if there are zero expenditures. MRRs are submitted each month for actual expenditures of the program even if the contract limit has been reached.

Contractor shall request payment from DSHS as directed by the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal whether via voucher or a web-based system.

When the web-based system goes live, Title V client data shall be entered into IBIS no later than 30 days of each service provided. From the data entered, requests for reimbursement will be generated as one of the automated functions of the IBIS system. Title V services that have met business rules will be marked approved to pay and submitted electronically to DSHS for processing through the State Comptroller. Paid claims will be deposited into the contractor's direct deposit account.

Contractor has 45 days from August 31, 2016, to enter data into IBIS system for services provided August 31, 2015 to August 31, 2016. Contractor will not be reimbursed for services entered into IBIS after the 45 day deadline.

Contractor shall submit a "Financial Reconciliation Report" (Form GC-10) no later than sixty (60) days after the end of the Attachment term. This report must be signed and marked "Final" and shall be scanned and emailed to CDSB at the email address listed above. The GC-10 may also be faxed to CDSB at (512) 776-7521. The original, signed version shall also be mailed to the DSHS CPU at:

Department of State Health Services
Claims Processing Unit, Mail Code 1940
P.O. Box 149347
Austin, TX 78714-9347

BUDGET:

Funding is further detailed on the Fee For Service Budget form.

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal.

8. Service Area

Hidalgo County

9. Performance Measures:

	Performance Measure Description	Target
1	Number of unduplicated clients that Contractor shall provide Title V Prenatal Services to:	688

10. Procurement method:

Competitive RFP

GST-2016-Solicitation-00029 FCHS GOLIVE TITLE V PRENATAL SERIVCES

11. Renewals:

Number of Renewals Remaining: 2 Date Renewals Expire: 08/31/2018

12. Payment Method:

Fee for Service/Unit Rate

13. Source of Funds:

STATE, STATE, STATE

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Monthly Reimbursment Request (MRR) (Form EF21-12005)	Monthly	08/31/2015	08/31/2016	Due within 30 days
Title V Maternal-Child Services Report (Prenatal) (Form EF21-12005)	Monthly	08/31/2015	08/31/2016	Due within 30 days
Monthly Aggregate Activity Report (Prenatal) (Form EF21-12005)	Monthly	08/31/2015	08/31/2016	Due within 30 days

Submission Instructions:

Monthly Aggregate Activity Report (Prenatal) special instructions: Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs and the listed supporting documentation shall either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development and Support Branch (CDSB) at cdsb@dshs.state.tx.us or faxed to CDSB at: (512) 776-7521.

MRRs shall also be emailed to the DSHS Claims Processing Unit (CPU) at invoices@dshs.state.tx.us, or faxed to CPU at (512) 776-7442.

16. Special Provisions

For purposes of this Contract only, the following provisions shall apply:

General Provisions, Compliance and Reporting Article I, is revised to include:

Contractor shall report to DSHS using established reports as directed by the Policies and Procedures Manual for Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal, and other data and/or reports deemed necessary by DSHS, upon reasonable notice to Contractor.

Eligibility: All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

General Provisions, Services Article II, is revised to include:

Co-pay: Contractor may assess a co-pay from clients who receive services under this Contract. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

General Provisions, Funding Article III, is revised to include:

Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Contract. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

General Provisions, Payment Methods and Restrictions Article IV, is revised to include:

Contractor's contract amount under this Contract is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Contract should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

A Request for "Financial Reconciliation Report", Form GC-10, or the form specified in the Contractor's Financial Procedures Manual, is due no later than sixty (60) days after the end of the Contract term. This report shall be marked "Final".

Billing Requirements: Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human

Services Commission. All bills shall be submitted within forty five (45) days of the end of the Contract term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

Billing Activity: DSHS shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in the BUDGET section, Contractor's ceiling may be subject to a decrease for the remainder of the Contract period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Contract if provided by Contractor during the term of this Contract (but not otherwise paid during the term of this Contract) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Contract, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

General Provisions, Terms and Conditions of Payment Article V, is replaced with the following:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, Access and Inspection Article IX, is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, Breach of Contract and Remedies for Non-Compliance Article XIV.

General Provisions, Assurances and Certifications Article XI, is revised to include:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

- Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
- Has been excluded from participation in a program under 42 U.S.C. § 1395 et seq.; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes during the term of this Contract. A false statement regarding Contractor's status will be treated as a material

misrepresentation.

General Provisions, General Business Operations of Contractor Article XII, is revised to include:

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

General Provisions, ARTICLE XIII, GENERAL TERMS, Section 13.15, Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Family and Community Health Services (FCHS) Division Performance Management Unit at least 90 days prior to the end of the term of this Contract.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-003894-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Fee for Service / Unit Rate,
d. Declarations	Certification Regarding Lobbying, Child Support Certification, Disclosure of Ownership and Control Interest Statement, 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

TEXAS
Department of State Health Services

CHECK GLOBAL ERRORS

Back

Document Information: FCHS-2016-CHS/TV-PRE-00013
Parent Information: FCHS-2015-CHS/TV-PRE-00013
Details

You are here: > Renewal Menu > Forms Menu

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2016-003894-00

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:

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Department of State Health Services

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CHILD SUPPORT CERTIFICATION

Organization Name: Hidalgo County
Contract Number: 2016-003894-00

The Texas Family Code §231.006, places certain restriction on child support obligors. Contracts with governmental entities or nonprofit corporations are not subject to §231.006.

The contractor identified above is not a governmental entity or a nonprofit corporation.

The contractor certifies the following is a complete list of the names and social security numbers of either the individual or sole proprietor who is the contractor or each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity:

Name:	Social Security Number:

Under the Texas Family Code, §231.006, the contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is in-accurate. A child support abligor who is more than 30 days delinquent in paying child support or a business entity in which the obligor (who is more than 30 days delinquent) is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive the specified grant, loan or payment. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

○ Applicable ● Non-Applicable

Signature of Authorized Individual Date:

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DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

For definitions, procedures and requirements, refer to the appropriate Statutes or Regulations:
Title V – 42 USC §1397d
Title XVIII – 42CFR 420.200 – 206
Title XIX – 42CFR 455.100 – 106

Organization Name: Hidalgo County
Contract Number: 2016-003894-00

Completion and submission of this form is a condition of participation, certification, or recertification under any of the programs established by titles V, XVIII, and XIX, or as a condition of approval or renewal of a contractor agreement between the disclosing entity and the Department of State Health Services (DSHS) under any of the above-titled programs, a full and accurate disclosure of ownership and financial interest is required. Failure to submit requested information may result in a refusal by DSHS to enter into an agreement or contract with any such institution or in termination of existing agreements.

Answer all questions as of the current date.

Select the title(s) of the program(s) your organization provides services under: *

- ✔ Title V
- Title XVIII
- Title XIX

Additional Orgnaization Information:

If your organization operates under a DBA, state the name below:

Enter the organization's provider number below:

General Questions:

1. Are there any individuals or organizations having a direct or indirect ownership or control interest of 5 percent or more in the institution, organization,or agency that have been convicted of a criminal offense related to the involvement of such persons, or organizations in any of the programs established by titles XVIII or XIX?

○ Yes ● No

If yes, complete the table below:

Name:
Address:
City:
State:
Zip Code:

2. Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by titles XVIII or XIX?

○ Yes ● No

If yes, complete the table below:

Name:
Address:
City:

State:

Zip Code:

3. Are any of the individuals, listed in question 1 and/or 2, currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? **(Title XVIII providers only)**

Yes • No

If yes, complete the table below:

Name:

Address:

City:

State:

Zip Code:

4. List names, addresses for individuals having direct or indirect ownership or a controlling interest in the entity. If more than one individual is reported and any of these persons are related to each other, this must be reported under the Remarks Section.

Name:

Address:

City:

State:

Zip Code:

Remarks:

5. List organizations having direct or indirect ownership or a controlling interest in the entity.

Organization Name:

Director Name:

EIN Number:

Entity Type: If Other, Specify Type:

Address:

City:

State:

Zip Code:

6. Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.)

Yes • No

If yes, list names, addresses of individuals and provider numbers.

Name:	Address:	Provider Number:

7. Has there been a change in ownership or control within the last year?

Yes • No

If yes, enter date of ownership change or control:

8. Do you anticipate any change of ownership or control within the next year?

Yes • No

If yes, enter date of anticipated ownership change or control:

9. Do you anticipate filing for bankruptcy within the year?

Yes • No

If yes, enter date of anticipated date for filing bankruptcy:

10. Is this facility operated by a management company, or leased in whole or part by another organization?

Yes No

If yes, give date of change in operations:

11. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?
Yes No

12. Is the facility currently affiliated with a chain or previously affiliated with a chain?
Yes No

If yes, complete the table below:

Name:
Affiliation Status:
Affiliate No.:
EIN Number:
Address:
City:
State:
Zip Code:

13. Have you increased your bed capacity by 10 percent or more or by 10 beds, whichever is greater, within the last 2 years?
Yes No

If yes, provide the following:

Year of change:
Current Number of Beds:
Prior Number of Beds:

WHOEVER KNOWINGLY AND WILLFULLY MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR REPRESENTATION OF THIS STATEMENT, MAY BE PROSECUTED UNDER APPLICABLE FEDERAL OR STATE LAWS. IN ADDITION, KNOWINGLY AND WILLFULLY FAILING TO FULLY AND ACCURATELY DISCLOSE THE INFORMATION REQUESTED MAY RESULT IN DENIAL OF A REQUEST TO PARTICIPATE OR WHERE THE ENTITY ALREADY PARTICIPATES, A TERMINATION OF ITS AGREEMENT OR CONTRACT WITH DSHS.

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.

Signature of Authorized Individual: Date:

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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*
Email*
Telephone*

FFATA Contact Person #2
Name*
Email*
Telephone*

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and

Minerva Diaz

From: Mike Escaname [mike.escaname@hchd.org]
Sent: Friday, September 11, 2015 8:32 AM
To: deborah.fischer@auditor.co.hidalgo.tx.us
Cc: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: FW: Question on Grant Contract Period #2016-003894-00

Fyi,

From: Torres,Leroy (DSHS) [mailto:Leroy.Torres@dshs.state.tx.us]
Sent: Friday, September 11, 2015 8:16 AM
To: Mike Escaname
Cc: eddie.olivarez@hchd.org
Subject: RE: Question on Grant Contract Period #2016-003894-00

Good morning Mike. I have concluded my research. It turns out that your contract is correct in having the start date be August 31, 2015. This has to do with a funding source that we are using this fiscal year that places this requirement upon the Department. I was reminded that this action was announced during a Title V statewide conference call. I had forgotten about that announcement. So please process your contract the way you normally do. Thank you.

Yes – only the Title V Prenatal have a start date of 8/31/2015 and go through 8/31/2016 due to funding that is being used on these contracts.

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: Mike Escaname [mailto:mike.escaname@hchd.org]
Sent: Thursday, September 10, 2015 4:45 PM
To: Torres,Leroy (DSHS)
Cc: eddie.olivarez@hchd.org
Subject: Question on Grant Contract Period #2016-003894-00

Hello Leroy:

As per our phone conversation, the contract period noted on the first page of our FY 16 Prenatal contract appears to be incorrect.

It should begin on **09/01/2015**, not 08/31/2015.

Please advise if this date will be corrected.

Thanks,

Minerva Diaz

From: Mike Escaname [mike.escaname@hchd.org]
Sent: Friday, September 04, 2015 4:28 PM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - Prenatal FY 16 - $144,029.00
Attachments: 2016-003894-00 Title V Prenatal FY 16.pdf

Minerva,

I'd appreciate if you can arrange to have a Certification of Revenue processed for the Prenatal FY 16 grant in the amount of $144,029.00.

We will present this contract to CC for acceptance on Tuesday, 09/15/15.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St.
Edinburg, TX 78539
Direct # (956) 292-7000 ext. 7210
Main # (956) 383-6221

AI-51185 **Health & Human Services Dept. 14. B.**

CC - REGULAR

Meeting Date: 09/15/2015

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 Title V Prenatal FY 16 grant contract #2016-003894-00 in the amount of $144,029.00 for the period of 08/31/2015 to 08/31/2016.
2. Requesting approval for County Judge to e-sign the Title V Prenatal grant contract and related documents.
3. Requesting approval of the Certification of Revenue in the amount of $144,029.00.
4. Requesting approval of the budget appropriation.
5. Requesting approval of the salary schedule.

BACKGROUND

08/04/15 - AI-50641 - Approval to submit grant renewal application.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-052-6-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

Title V Prenatal FY 16

Appropriation

Salary Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:48 PM
Auditor's Office		
Purchasing Department		
Form Started By: Mike Escaname		Started On: 09/01/2015 03:03 PM

DATE: August 31, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-052-6-XXX Prenatal

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		
5-1293-441-00-340-052-6-113	Prenatal - Reg F/T Employees	$ 38,170.00
Fringes		
5-1293-441-00-340-052-6-211	Prenatal - Health Insurance	$ 9,600.00
5-1293-441-00-340-052-6-212	Prenatal - Life Insurance	$ 60.00
5-1293-441-00-340-052-6-220	Prenatal - FICA	$ 2,925.00
5-1293-441-00-340-052-6-230	Prenatal - Retirement	$ 4,060.00
5-1293-441-00-340-052-6-250	Prenatal - Unemployment Comp	$ 250.00
5-1293-441-00-340-052-6-260	Prenatal - Workers Comp	$ 360.00
Travel		
5-1293-441-00-340-052-6-581	Prenatal - In-County Travel	$ 2,000.00
Supplies		
5-1293-441-00-340-052-6-610	Prenatal - General Supplies	$ 9,604.00
5-1293-441-00-340-052-6-660	Prenatal - Furnishings & Equipment	$ 2,000.00
Other		
5-1293-441-00-340-052-6-339	Prenatal - Other Professional Services	$ 75,000.00
		$ -
	TOTAL APPROPRIATION	$ 144,029.00
5-1293-334-10-340-052-6-000	Prenatal - Grant Revenue	$ 144,029.00
	TOTAL APPROPRIATION	$ 144,029.00

REASON: To appropriate the grant funds for the Prenatal FY 16 program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

PRENATAL FY 16

Salary / Fringes Salary Schedule
08/31/2015 - 08/31/2016
For Budget Purposes Only

					Hourly		Work Hours	Work	08/31/15 to 08/31/16			Distribution				Insurance	
Slot #	Position Title	2015	General Fund Salary	Prenatal Salary	Hourly Rate	Hourly Rate + 3% COLA	# of Hours 08/31/15 to 12/31/15	# of Hours 01/01/16 to 08/31/16	Projected Sal 08/31/15 to 12/31/15	Projected Sal 01/01/16 to 08/31/16	Projected Salaries	340-003	%	340-052	%	Health Ins.	Life Ins.
0003	Clinic Aide II	24,720.00	5,566.00	19,154.00	9.2087	9.48	712	1,392	6,556.56	13,203.00	19,759.56	5,566.00	0.23	19,759.56	0.77	4,717.21	29.10
G004	Clerk II	22,303.00	4,461.00	17,842.00	8.5779	8.84	712	1,392	6,107.45	12,298.63	18,406.08	4,461.00	0.20	18,406.08	0.80	4,870.29	30.05
																9,587.51	59.15

Total Gross Salary - >	**38,165.64**
Health Insurance - ($6,088.00 / yr * % of pay from grant)	**9,587.51**
Life Insurance - ($37.56 / Yr / person prorated by % of pay from grant)	**59.15**
FICA - (7.65% * Gross Salary)	**2,919.67**
Retirement - (10.63% * Gross Salary)	**4,057.01**
Unemployment - (.60% * Gross Salary)	**228.99**
Worker's Comp - (.94% * Gross Salary)	**358.76**
	55,376.73

Notes:

1 There are 2,104 work hours during the grant period of 08/31/2015 through 08/31/2016.
2 Health Insurance is $6,088.00 / yr times the percentage of pay from the grant. ($494.00 * 4 months + $514.00 * 8 months) (Prorated based on % of grant funded portion)
3 3% COLA budgeted from 01/01/16.
4 Fringe rates as proposed by Budget Office on 09/04/15.

Prepared by:
Health Human Services Dept.
09/11/15

AI-51281 **Health & Human Services Dept.** **14. C.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Pursuant to Chapter 121 Local Public Health Reorganization Act; Sec.121.006, requesting approval of the Full-Pay Schedule of Fees to be effective 09/15/2015.

BACKGROUND

Previous revised Full-Pay Schedule of Fees - 01/21/14 - AI-42551

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Fee Schedule

Chp 121

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/09/2015 01:50 PM
Manuel Chapa	Manuel Chapa	09/10/2015 04:10 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Mike Escaname Started On: 09/09/2015 10:06 AM

Final Approval Date: 09/11/2015

Hidalgo County Health and Human Services Department

FULL PAY CLIENT'S PAYMENT SCHEDULE

(Effective September 15, 2015)

HCHHSD Family Planning / Wellness Health Programs:

Family Planning / Wellness Intake (Female / Male) ----- (Vitals Only / No Lab)	$ -
Family Planning (Female / Male) & Wellness Health Physical Exam (Female / Male):	
(All appropriate labs included) ----------	$ 50.00
Family Planning for female age 25 and under----------	$ 25.00
Repeat / Follow Up Lab Fees (Female / Male):	
Pap Smear ----------	$ 35.00
CT / GC ----------	$ 35.00
RPR ----------	$ 5.00
CBC ----------	$ 5.00
HIV ----------	$ 10.00
Glucose Serum ----------	$ 5.00
Rubella ----------	$ 5.00
IUD Removal ----------	$ 20.00
Family Planning Supplies:	
Depo Provera (one injection) ----------	$ 30.00
Foam (one) ----------	$ -
Condoms (Only 24 every 3 months) ----------	$ -

Walk-In Services:

Pregnacy Test ----------	$ -
Newborn Screen ----------	$ 35.00
TB Skin Test (TST) (to include reading) ----------	$ 15.00
Copy of Record / Imm / IMMTRAC / TST Card --	$ 5.00
Flu Vaccine - Quandrivalent (Private) ----------	$ 20.00

Fees for Department purchased vaccines will be based on the purchase and administration charges.

PRENATAL (Non-Title V / Medicaid / CHIP):

Prenatal Intake (In-House Lab Only) ----------	$ -
Prenatal Physical Exam:	
Pap Smear ----------	$ 25.00
CT / GC ----------	$ 35.00
Prenatal Panel (ABO/Type/Rubella/HepB/RPR/CBC) -	$ 30.00
CBC ----------	$ 5.00
HIV ----------	$ 10.00
QUAD ----------	$ 35.00
Glucose Serum ----------	$ 5.00
3 Hr. GTT ----------	$ 20.00
Glucose 50 gm Venous(1hr CHO)----------	$ 5.00
Repeat / Follow Up Lab Fees (Apply same fees as above)	
Prenatal Return Visit ----------	$ -
Prenatal Supplies:	
Prenatal Vitamins ----------	$ -
Iron ----------	$ -

CHILD HEALTH (Non-Title V / Medicaid / CHIP):

Child Health Physical Exam (0 - 20 yrs) ----------	$ 30.00
Lead Screen ----------	$ 15.00

Note:
Immunizations & PPD are part of the CH PE as per the periodicity schedule / recommendations.

STD Program (For All Clinics as per STD Guidelines):

STD (OV/Intake (to include HIV & RPR) ----------	$ 10.00
STD PE (HIV, RPR & TX) ----------	$ 25.00
STD FU/Intake (RPR, HIV & Treatment ----------	$ 10.00

*** Note:** Fees for Family Planning, Prenatal & Child Health above are for clients that do not comply with program screening processes (Medicaid/CHIP/WHP). **In addition,** HCHHSD Prenatal, Family Planning (non-Medicaid/WHP) & Wellness Health and STD & Walk-in clients (one-time service) are set fees as above.

CHARGES WILL BE COLLECTED PER ESTABLISHED GUIDELINES IN THE SCREENING, BILLING & CO-PAY MANUAL.

HEALTH AND SAFETY CODE

TITLE 2. HEALTH

SUBTITLE F. LOCAL REGULATION OF PUBLIC HEALTH

CHAPTER 121. LOCAL PUBLIC HEALTH REORGANIZATION ACT

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 121.001. SHORT TITLE. This chapter may be cited as the Local Public Health Reorganization Act.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.002. DEFINITIONS. In this chapter:

(1) "Essential public health services" means services to:

(A) monitor the health status of individuals in the community to identify community health problems;

(B) diagnose and investigate community health problems and community health hazards;

(C) inform, educate, and empower the community with respect to health issues;

(D) mobilize community partnerships in identifying and solving community health problems;

(E) develop policies and plans that support individual and community efforts to improve health;

(F) enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

(G) link individuals who have a need for community and personal health services to appropriate community and private providers;

(H) ensure a competent workforce for the provision of essential public health services;

(I) research new insights and innovative solutions to community health problems; and

(J) evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.

(2) "Physician" means a person licensed to practice medicine by the Texas State Board of Medical Examiners.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 1, eff. June 19, 1999.

Sec. 121.003. POWERS OF MUNICIPALITIES AND COUNTIES. (a) The governing body of a municipality or the commissioners court of a county may enforce any law that is reasonably necessary to protect the public health.

(b) The governing bodies of municipalities and the commissioners courts of counties may cooperate with one another in making necessary improvements and providing services to promote the public health in accordance with The Interlocal Cooperation Act (Article 4413(32c), Vernon's Texas Civil Statutes).

(c) The commissioners court of a county may grant authority under this subsection to a county employee who is trained by a health authority appointed by the county under Section 121.021, by a local health department established under Section 121.031, or by a public health district established under Section 121.041 and who is not a peace officer. The court may grant to the employee the power to issue a citation in an unincorporated area of the county to enforce any law or order of the commissioners court that is reasonably necessary to protect the public health. A citation issued under this subsection must state the name of the person cited, the violation charged, and the time and place the person is required to appear in court. If a person who receives a citation under this subsection fails to appear on the return date of the citation, the court may issue a warrant for the person's arrest for the violation described in the citation.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 562, Sec. 1, eff. Aug. 26, 1991.

Sec. 121.0035. REGULATION OF MOBILE FOOD UNITS AND ROADSIDE FOOD VENDORS IN CERTAIN POPULOUS AREAS. (a) In this section, "mobile food unit" and "roadside food vendor" have the meanings assigned under Section 437.001.

(b) A municipality with a population of 1.5 million or more and

a county with a population of 3.4 million or more shall enforce state law and rules adopted under state law concerning mobile food units and roadside food vendors in the same manner that the county or municipality enforces other health and safety regulations relating to food service.

Added by Acts 2005, 79th Leg., Ch. 1288, Sec. 1, eff. September 1, 2005.

Sec. 121.004. LOCAL HEALTH UNITS. A local health unit is a division of municipal or county government that provides public health services but does not provide each service required of a local health department under Section 121.032(a) or of a public health district under Section 121.043(a).

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.005. STATE AND LOCAL AFFILIATION; CONTRACTS. (a) A local health unit, local health department, or public health district may become affiliated with the department to facilitate the exchange of information and the coordination of public health services.

(b) To be affiliated with the department, a local health unit, local health department, or public health district must annually provide to the department information relating to:

(1) services provided;

(2) staffing patterns; and

(3) funding sources and budget.

(c) The department may contract with a local health unit, local health department, or public health district for the provision of public health services.

(d) The board may adopt rules necessary to implement this section.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.006. PUBLIC HEALTH SERVICES FEES; STATE SUPPORT. (a) The governing body of a municipality, the commissioners court of a county, or the administrative board of a public health district may adopt ordinances or rules to charge fees for public health services.

(b) A municipality, county, or public health district may not deny public health services to an individual because of inability to pay for the services. A municipality, county, or public health district shall provide for the reduction or waiver of a fee for an individual who cannot pay for services in whole or in part.

(c) The Uniform Grant and Contract Management Act of 1981 (Article 4413(32g), Vernon's Texas Civil Statutes) and standards adopted under that Act control, if applicable, if the local health unit, local health department, or public health district receives state support for the provision of public health services.

(c-1) A fee for a public health service charged in the jurisdiction of a public health district may be uniform throughout the district regardless of which governmental entity member of the district charges the fee. The fee may be set at an amount up to the highest amount charged by any governmental entity member of the district.

(d) In this section, "public health services" means:

(1) personal health promotion and maintenance services;

(2) infectious disease control and prevention services;

(3) environmental and consumer health programs;

(4) public health education and information services;

(5) laboratory services; and

(6) administrative services.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 810, Sec. 1, eff. September 1, 2007.

Sec. 121.0065. GRANTS FOR ESSENTIAL PUBLIC HEALTH SERVICES. (a) Subject to the availability of funds, the department shall administer a program under which appropriated money may be granted to counties, municipalities, public health districts, and other political subdivisions for use by the counties, municipalities, public health districts, and other political subdivisions to provide or pay for essential public health services.

(b) The grants authorized by Subsection (a) shall be distributed equally between urban and rural areas of the state.

(c) The board shall adopt rules governing:

(1) the allocation formula for grants awarded under this section;

(2) the manner in which a municipality, county, public health district, or other political subdivision applies for a grant;

(3) the procedures for awarding grants; and

(4) the minimum essential public health services to be provided under the grant and other standards applicable to the services to be provided under the grant.

(d) A municipality, county, public health district, or other political subdivision that receives a grant under this section, in consultation with the department, shall develop a plan to evaluate the effectiveness, accessibility, and quality of the essential public health services that are provided under the grant. The plan must:

(1) identify the outcomes that are intended to result from the use of the grant money and establish a mechanism to measure those outcomes; and

(2) establish performance standards for the delivery of essential public health services and a mechanism to measure compliance with those standards.

(e) The governing body of the municipality, the commissioners court of the county, or the members of a public health district may appoint a local health board to monitor the use of the money received under this section.

(f) A public health board established under Section 121.034 or 121.046 may serve as the local health board authorized under Subsection (e).

(g) The governing body of the municipality or the commissioners court of a county may serve as the local health board authorized under Subsection (e). If the governing body of the municipality or the commissioners court of the county elects to serve as the local health board, the governing body or commissioners court may appoint an advisory committee to advise the governing body or commissioners court with respect to the use of the money granted under this section.

(h) Chapter 783, Government Code, and standards adopted under that chapter control if applicable to a grant made under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0066. ESSENTIAL PUBLIC HEALTH SERVICES PROVIDED BY DEPARTMENT. (a) Subject to the availability of funds, the department may provide essential public health services for a population for which a municipality, county, public health district, or other political subdivision is not receiving a grant to provide those services under Section 121.0065.

(b) Subject to the availability of funds, the department shall develop a plan that complies with Section 121.0065(d) to evaluate the effectiveness, accessibility, and quality of essential public health services provided under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0067. EVALUATION AND REPORT OF DELIVERY OF ESSENTIAL PUBLIC HEALTH SERVICES. (a) The department, in cooperation with municipalities, counties, public health districts, and other political subdivisions that receive grants under Section 121.0065, and the consortium established under Subchapter F, shall evaluate:

(1) the effectiveness, accessibility, and quality of essential public health services provided under the grant program established by Section 121.0065 and under Section 121.0066; and

(2) the adequacy of funding for those services.

(b) Not later than January 1 of each odd-numbered year, the department shall file with the governor and the presiding officer of each house of the legislature a report detailing the results of the evaluation conducted under Subsection (a). The report must include recommendations relating to:

(1) legislation to improve the effectiveness, accessibility, and quality of essential public health services; and

(2) appropriate funding for those services.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.007. PUBLIC HEALTH REGIONS. (a) The board may designate geographic areas of the state as public health regions to provide public health services.

(b) The board shall appoint a physician to serve as regional director for each public health region. The regional director is the

chief administrative officer of the region. The board shall establish the qualifications and terms of employment of a regional director.

(c) The board or its designee may require a regional director to perform the duties of a health authority. The regional director may perform those duties, as authorized by the board or commissioner, in a jurisdiction in the region in which the health authority fails to perform duties prescribed by the board under Section 121.024. The regional director shall perform the duties of a health authority in a jurisdiction in the region in which there is not a health authority.

(d), (e) Repealed by Acts 1999, 76th Leg., ch. 1378, Sec. 8, eff. June 19, 1999.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 1, eff. Sept. 1, 1991; Acts 1999, 76th Leg., ch. 1378, Sec. 3, 8, eff. June 19, 1999.

Sec. 121.008. ANNUAL CONFERENCE. (a) The board shall hold an annual conference for health authorities and for directors of local health departments and public health districts. The commissioner or the commissioner's designee shall preside over the conference.

(b) A county or municipality may pay necessary expenses incurred by its health authority or director in attending the conference.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER B. HEALTH AUTHORITIES

Sec. 121.021. HEALTH AUTHORITY. A health authority is a physician appointed under the provisions of this chapter to administer state and local laws relating to public health within the appointing body's jurisdiction.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 2, eff. Sept. 1, 1991.

Sec. 121.022. QUALIFICATIONS. (a) A health authority must be:

(1) a competent physician with a reputable professional

standing who is legally qualified to practice medicine in this state; and

(2) a resident of this state.

(b) To be qualified to serve as a health authority, the appointee must:

(1) take and subscribe to the official oath; and

(2) file a copy of the oath and appointment with the board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.023. TERM OF OFFICE. A health authority serves for a term of two years and may be appointed to successive terms.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.024. DUTIES. (a) A health authority is a state officer when performing duties prescribed by state law.

(b) A health authority shall perform each duty that is:

(1) necessary to implement and enforce a law to protect the public health; or

(2) prescribed by the board.

(c) The duties of a health authority include:

(1) establishing, maintaining, and enforcing quarantine in the health authority's jurisdiction;

(2) aiding the board in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority's jurisdiction;

(3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to the board in the manner and at the times prescribed by the board;

(4) reporting to the board on any subject on which it is proper for the board to direct that a report be made; and

(5) aiding the board in the enforcement of the following in the health authority's jurisdiction:

(A) proper rules, requirements, and ordinances;

(B) sanitation laws;

(C) quarantine rules; and

(D) vital statistics collections.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.025. REMOVAL FROM OFFICE. A health authority may be removed from office for cause under the personnel procedures applicable to the heads of departments of the local government that the health authority serves.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER C. MUNICIPALITIES AND COUNTIES WITHOUT ORGANIZED LOCAL PUBLIC HEALTH DEPARTMENTS OR DISTRICTS

Sec. 121.028. APPOINTMENT OF HEALTH AUTHORITY. (a) The governing body of a municipality or the commissioners court of a county that has not established a local health department or a public health district may appoint a physician as health authority to administer state and local laws relating to public health in the municipality's or county's jurisdiction.

(b) The governing body of a municipality or the commissioners court of a county described by Subsection (a) that is receiving a grant under Section 121.0065 shall appoint a physician as health authority.

(c) An individual appointed to serve as health authority for a county or municipality may serve as the health authority for one or more other jurisdictions under an interlocal contract made in accordance with Chapter 791, Government Code.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 4, eff. June 19, 1999.

Sec. 121.029. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the time to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity that appoints the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991.

SUBCHAPTER D. LOCAL HEALTH DEPARTMENTS

Sec. 121.031. ESTABLISHMENT. The governing body of a municipality or the commissioners court of a county may establish a local health department by majority vote.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.032. POWERS AND DUTIES. A local health department may perform all public health functions that the municipality or county that establishes the local health department may perform.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 5, eff. June 19, 1999.

Sec. 121.033. DEPARTMENT DIRECTOR. (a) The governing body of a municipality or the commissioners court of a county shall appoint the director of the municipality's or county's local health department.

(b) The director is the chief administrative officer of the local health department, and if the director is a physician, the director is the health authority in the local health department's jurisdiction.

(c) The governing body of a municipality or the commissioners court of a county may designate a person to perform its appointment duties under this section.

(d) A director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to the approval of the governing body or the commissioners court, as appropriate, and the board.

(e) The governing body or the commissioners court, as appropriate, shall set the compensation of the director and the health authority in its jurisdiction, except that the compensation, including a salary, may be allowed only for services actually rendered.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989.

Sec. 121.0331. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician who is employed by the municipality's or county's local health department to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the delegation to a shorter duration in the written delegation of authority.

AI-51283 **Health & Human Services Dept.** **14. D.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Pursuant to Texas Local Government Code section 157.903, requesting approval of indemnification in the amount of $10.00 for a counterfeit $10.00 bill received at a county clinic.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-441-00-340-003-0-890

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

BUDGETARY IMPACT:

Available balance as of 9-10-15 $220.00

Attachments

LGC

Doc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/09/2015 01:50 PM
Manuel Chapa	Manuel Chapa	09/10/2015 04:28 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Mike Escaname		Started On: 09/09/2015 10:35 AM
Final Approval Date: 09/11/2015		

county.

(f) If a juvenile or probation officer, a county auditor, or an assistant to the auditor is jointly employed by two or more subdivisions of government, the rules that are applied to that person may be changed accordingly. To achieve uniform application of the rules, the person may be considered to be employed and paid by only one subdivision, but the expenses of administration and contributions may be prorated to the different employing subdivisions.

(g) This section does not affect any other law that applies to the time, method, and manner of appointment or discharge of a juvenile or probation officer, a court reporter, or the county auditor or an assistant to the auditor or that applies to the number or salaries of those persons.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Renumbered from Sec. 157.062 by Acts 1989, 71st Leg., ch. 1, Sec. 37(a), eff. Aug. 28, 1989.

Sec. 157.903. AUTHORITY TO INDEMNIFY ELECTED AND APPOINTED COUNTY OFFICERS. The commissioners court of a county by order may provide for the indemnification of an elected or appointed county officer against personal liability for the loss of county funds, or loss of or damage to personal property, incurred by the officer in the performance of official duties if the loss was not the result of the officer's negligence or criminal action.

Added by Acts 1989, 71st Leg., ch. 253, Sec. 1, eff. Aug. 28, 1989.

Sec. 157.9031. AUTHORITY TO REQUIRE REIMBURSEMENT FOR CERTAIN COVERAGE. A self-insuring county or the intergovernmental pool operating under Chapter 119, under policies concerning the provision of coverages adopted by the county's commissioners court or the pool's governing body, may require reimbursement for the provision of punitive damage coverage from a person to whom the county or intergovernmental pool provides coverage.

Added by Acts 2011, 82nd Leg., R.S., Ch. 439 (S.B. 1243), Sec. 2, eff. June 17, 2011.
Added by Acts 2011, 82nd Leg., R.S., Ch. 1341 (S.B. 1233), Sec. 18, eff. June 17, 2011.

Sec. 157.904. PERSONNEL RECORDS OF CERTAIN SHERIFF'S DEPARTMENTS. (a) This section applies only to a sheriff's department in a county with a population of 3.3 million or more.

United States Secret Service

Counterfeit Note Report

339-2015-000989-W

INSTRUCTIONS TO BANK:

1. Prepare and submit one copy of completed form with each suspected counterfeit note to your LOCAL SECRET SERVICE OFFICE.
2. If desired, an additional copy of this form should be prepared and retained for your records.
3. Unless advised otherwise, the suspect note submitted to the Secret Service should be considered counterfeit.
4. The Secret Service WILL NOT return a copy of this form.

This form is not subject to the requirements of P.L. 96-511 "Paperwork Reduction Act of 1980." 44 USC, Chapter 35, Section 3518(c)(1)(A) states that, "...this chapter [Chapter 35] does not apply to the collection of information ... during the conduct of a Federal criminal investigation..."

From:	DO NOT WRITE IN THIS SPACE
Lone Star National Bank **117 S 10th Avenue** **Edinburg, Texas 78539, United States** Telephone Number of Bank (include area code): 956-984-2705 Point-of-Contact: Elizabeth G. Garza (garzaeli@lonestarnationalbank.com) Bank Routing Number:114911687	**Reference Number:** **Circular:** **Parent Note:** **Variation Number:** Classification Number

IMPORTANT NOTICE

Bank teller and person surrendering the note should date and initial each counterfeit note with pen and ink in the border areas of the note for identification. If the person surrendering the note knows from whom he/she received it, or has a description of the passer, or his/her auto, or any other information, **TELEPHONE the local Secret Service office IMMEDIATELY** and hold the note. (The phone number of your local Secret Service office can be found under the Field Office nav link on this site.) If no information is available, please mail the note to your local office on the day it is received.

DESCRIPTION OF COUNTERFEIT NOTE OR RAISED NOTE (for raised note give serial number only)

DENOMINATION: 10	FEDERAL RESERVE BANK: B2		CHECK LETTER/QUADRANT NO.: F/3
CHECK LETTER/FACE PLATE NO.: F/1	BACK PLATE NO.: 2	SERIES: 2013	SERIAL NUMBER: MB29857818A

COUNTERFEIT NOTE RECEIVED FROM

CUSTOMER/BUSINESS: HIDALGO COUNTY	DATE OF DEPOSIT: 8/18/2015
CUSTOMER'S HOME ADDRESS (OR BUSINESS LOCATION WHERE COUNTERFEIT WAS PASSED): **2810 S BUSINESS HWY 281** **Edinburg 78539**	CUSTOMER'S HOME PHONE A/C: **956-318-2100** CUSTOMER'S BUSINESS PHONE A/C

NAME OF PERSON SURRENDERING AND INITIALING NOTE: **Sabina Muniz**	NAME OF TELLER RECEIVING AND INITIALING NOTE: **Janet Olivarez**

INFORMATION ABOUT COUNTERFEIT NOTE

DOES THE CUSTOMER HAVE ANY INFORMATION AS TO THE SOURCE OF THE COUNTERFEIT?: No

WAS THERE ANY SUSPICIOUS ACTIVITY?: No

IS THIS A NON-CUSTOMER?: No

WAS THE COUNTERFEIT BILL PASSED AT THE ADDRESS LISTED ABOVE?: Yes

BILL PASSED ADDRESS:

REMARKS: A Runner for Hidalgo county came by to make a deposit the counterfeit was found inside the deposit bag.

DISPOSITION (For Secret Service Use Only)

Genuine note and SSF 1604 returned to bank (Receipt No._____):

Acknowledgement of Receipt returned to bank:

Other (Specify) _____;

Date of Disposition:

UNITED STATES SECRET SERVICE

PLEASE SUBMIT TO THE LOCAL SECRET SERVICE JURISDICTIONAL FIELD OFFICE

SSF 1604-W (08/2013)
(Previous Editions may not be used.)

AI-51180 **Health & Human Services Dept.** **14. E.**

CC - REGULAR

Meeting Date: 09/15/2015

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 Texas Healthy Communities grant contract #2016-003876-00 in the amount of $50,000.00 for the period of 10/01/2015 to 09/30/2016.
2. Requesting approval for County Judge to e-sign the Texas Healthy Communities 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 $50,000.00.
4. Requesting approval of the budget appropriation.

BACKGROUND

05/19/15 - AI-49611 - Approval to submit grant renewal application.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-061-6-XXX

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

BUDGETARY IMPACT:

No local match required.

5-1293-331-12-340-061-6-000 TX HEALTHY COMMUNITIES REVENUE

Attachments

Grant Contract
BA
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:42 PM
Manuel Chapa	Manuel Chapa	09/09/2015 10:18 AM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Mike Escaname		Started On: 09/01/2015 02:19 PM

Final Approval Date: 09/11/2015

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-003876-00

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 $50,000.00.

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 10/01/2015 and ends on 09/30/2016. 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: HPCDP/TXHC Texas Healthy Communities

7. Statement of Work:

The Texas Department of State Health Services (DSHS) will contract to implement targeted, evidence-based community systems and environmental change strategies that address one or more of the following Texas Healthy Communities (TXHC) Priority Indicators:

Indicator 1: Physical Activity
Indicator 2: Nutrition
Indicator 3: Breastfeeding
Indicator 4: Schools
Indicator 5: Worksites
Indicator 6: Comprehensive Tobacco Control
Indicator 7: Cardiac and Stroke Response
Indicator 8: Health Care Quality

Contractor will work with a local public/private planning group to plan and implement the identified strategies.

Contractor will provide DSHS staff with monthly project status reports, via telephone call on the dates listed in Section II, Performance Measures of this Program Attachment (unless otherwise agreed to in writing by DSHS), to discuss the following:

1) Implementation status, 2) barriers and methods to address those barriers, 3) opportunities to enhance the activities, 4) lessons learned, and 5) next steps.

Other calls may be added, as appropriate, with Contractor and DSHS Program staff.

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 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.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the Program Attachment.

Contractor shall:

1. Develop, complete and submit a Project Work Plan in conjunction with DSHS. The Work plan must include objectives with supporting activities that address indicators identified in the FY 2015 TXHC assessment as needing improvement. A Project Work Plan Draft must be submitted, reviewed and approved by DSHS prior to the final version submission date. The Project Work Plan draft must be submitted to DSHS on or before October 15, 2015 and the final Project Work Plan submission is due to

DSHS on or before October 30, 2015.

2. Develop and submit an Evaluation Plan to DSHS. An Evaluation Plan Draft must be reviewed and approved by DSHS prior to the final version submission date. The Evaluation Plan Draft must be submitted on or before November 16, 2015 and the final Evaluation Plan version is due to DSHS on or before November 30, 2015.

3. Submit an Interim Progress Report Draft to DSHS for review on or before March 17, 2016. The Report will include summary of all items/activities conducted to date; detailed description of progress toward achieving objectives and activities; and barriers. Submission of the final Interim Report must fully address any feedback from DSHS based on the draft Interim Report and must be submitted on or before March 31, 2016.

4. Conduct, complete and submit the Texas Healthy Communities Assessment Draft in the Performance Management and Tracking System by May 16, 2016. DSHS will review and approve Draft submission prior to submission of final report in Performance Management and Tracking System (PMATS) on or before May 29, 2016.

5. Submit a Final Progress Report Draft to DSHS for review and approval on or before August 31, 2016. Report will include summary of all items/activities conducted to date; detailed description of progress toward achieving objectives and activities; plans for sustaining activities once funding has ended; and barriers/lessons learned. Submission of Final Report must fully address any feedback from DSHS based on draft final report and must be submitted on or before September 14, 2016.

6. Participate in twelve (12) monthly feedback calls (monthly project status reports) with DSHS Program to be conducted on or before the following dates: October 31st, November 28th, December 31st, January 30th, February 27th, March 31st, April 30th, May 29th, June 30th, July 31st, August 31st, and September 30th. Contractor will submit written monthly reports as directed by DSHS.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment monthly, using the State of Texas Purchase Voucher (Form B-13), even if no funds are expended in a particular month, and including acceptable supporting documentation for reimbursement of the required services/deliverables. The B-13 can be found at the following link: http://www.dshs.state.tx.us/grants/forms/b13form.doc . Vouchers and supporting documents should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit, MC1940
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-00014

DCPS FY16 HPCDP/TXHC New 2016

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 09/30/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.991

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Project Work Plan	Nonrecurring			10/30/2015
Evaluation Plan	Nonrecurring			11/30/2015
Interim Progress Report	Nonrecurring	10/01/2015	03/15/2016	03/31/2016
Texas Healthy Communities Assessment Report	Nonrecurring			05/29/2016
Final Progress Report	Nonrecurring	10/01/2015	08/31/2016	09/14/2016
Financial Status Report (FSR)	Quarterly	10/01/2015	12/30/2015	01/31/2016
Financial Status Report (FSR)	Quarterly	01/01/2016	03/31/2016	04/30/2016
Financial Status Report (FSR)	Quarterly	04/01/2016	06/30/2016	07/31/2016
Financial Status Report (FSR)	Final	07/01/2016	09/30/2016	11/15/2016

Submission Instructions:

Contractor shall submit all programmatic reports, documentation, and other information as required to the following electronic email address: TXHC@dshs.state.tx.us.

Programmatic reports include: Project Work Plan, Evaluation Plan, Interim Progress Report and Final Progress Report.

Texas Healthy Communities Assessment will be entered into Performance Management and Tracking System (PMATS).

Financial Status Reports shall be submitted to invoices@dshs.state.tx.us.

16. Special Provisions

SECTION VIII. 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)	2016-003876-00
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: HPCDP/TXHC

Contract Number: 2016-003876-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$0.00	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00	$0.00
Travel	$1,057.00	$0.00	$0.00	$1,057.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$23,943.00	$0.00	$0.00	$23,943.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$25,000.00	$0.00	$0.00	$25,000.00
Total Direct Costs	$50,000.00	$0.00	$0.00	$50,000.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$50,000.00	$0.00	$0.00	$50,000.00

TEXAS Department of State Health Services

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2016-003876-00

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*

Email*

Telephone*

FFATA Contact Person #2

Name*

Email*

Telephone*

☐ 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: October 1, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-061-6-XXX Texas Healthy Communities

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 -
	TRAVEL	
5-1293-441-00-340-061-6-583	TX HEALTHY COMMUNITIES-TRAVEL OUT OF CO	$ 1,057.00
	SUPPLIES	
5-1293-441-00-340-061-6-610	TX HEALTHY COMMUNITIES-GENERAL SUPPLIES	$ 7,480.00
5-1293-441-00-340-061-6-660	TX HEALTHY COMMUNITIES-FURNISHINGS & EQUI	$ 16,463.00
	OTHER	
5-1293-441-00-340-061-6-540	TX HEALTHY COMMUNITIES-ADVERTISING	$ 15,000.00
5-1293-441-00-340-061-6-550	TX HEALTHY COMMUNITIES-PRINTING & BINDING	$ 10,000.00
	TOTAL APPROPRIATION	$ 50,000.00
5-1293-331-12-340-061-6-000	TX HEALTHY COMMUNITIES REVENUE	$ 50,000.00
	TOTAL BUDGET	$ 50,000.00

INCREASE REQUEST $

REASON: To appropriate the grant funds for the Texas Healthy Communities program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S (DATE ATTEST CO. CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

September 11, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$ 50,000.00	Awards No. 2016-003876-00 HPCDP/TXHC Texas Healthy Communities

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/11/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-003876-00

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 $50,000.00.

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 10/01/2015 and ends on 09/30/2016. 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: HPCDP/TXHC Texas Healthy Communities

7. Statement of Work:

The Texas Department of State Health Services (DSHS) will contract to implement targeted, evidence-based community systems and environmental change strategies that address one or more of the following Texas Healthy Communities (TXHC) Priority Indicators:

Indicator 1: Physical Activity
Indicator 2: Nutrition
Indicator 3: Breastfeeding
Indicator 4: Schools
Indicator 5: Worksites
Indicator 6: Comprehensive Tobacco Control
Indicator 7: Cardiac and Stroke Response
Indicator 8: Health Care Quality

Contractor will work with a local public/private planning group to plan and implement the identified strategies.

Contractor will provide DSHS staff with monthly project status reports, via telephone call on the dates listed in Section II, Performance Measures of this Program Attachment (unless otherwise agreed to in writing by DSHS), to discuss the following:

1) Implementation status, 2) barriers and methods to address those barriers, 3) opportunities to enhance the activities, 4) lessons learned, and 5) next steps.

Other calls may be added, as appropriate, with Contractor and DSHS Program staff.

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 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.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the Program Attachment.

Contractor shall:

1. Develop, complete and submit a Project Work Plan in conjunction with DSHS. The Work plan must include objectives with supporting activities that address indicators identified in the FY 2015 TXHC assessment as needing improvement. A Project Work Plan Draft must be submitted, reviewed and approved by DSHS prior to the final version submission date. The Project Work Plan draft must be submitted to DSHS on or before October 15, 2015 and the final Project Work Plan submission is due to

DSHS on or before October 30, 2015.

2. Develop and submit an Evaluation Plan to DSHS. An Evaluation Plan Draft must be reviewed and approved by DSHS prior to the final version submission date. The Evaluation Plan Draft must be submitted on or before November 16, 2015 and the final Evaluation Plan version is due to DSHS on or before November 30, 2015.

3. Submit an Interim Progress Report Draft to DSHS for review on or before March 17, 2016. The Report will include summary of all items/activities conducted to date; detailed description of progress toward achieving objectives and activities; and barriers. Submission of the final Interim Report must fully address any feedback from DSHS based on the draft Interim Report and must be submitted on or before March 31, 2016.

4. Conduct, complete and submit the Texas Healthy Communities Assessment Draft in the Performance Management and Tracking System by May 16, 2016. DSHS will review and approve Draft submission prior to submission of final report in Performance Management and Tracking System (PMATS) on or before May 29, 2016.

5. Submit a Final Progress Report Draft to DSHS for review and approval on or before August 31, 2016. Report will include summary of all items/activities conducted to date; detailed description of progress toward achieving objectives and activities; plans for sustaining activities once funding has ended; and barriers/lessons learned. Submission of Final Report must fully address any feedback from DSHS based on draft final report and must be submitted on or before September 14, 2016.

6. Participate in twelve (12) monthly feedback calls (monthly project status reports) with DSHS Program to be conducted on or before the following dates: October 31st, November 28th, December 31st, January 30th, February 27th, March 31st, April 30th, May 29th, June 30th, July 31st, August 31st, and September 30th. Contractor will submit written monthly reports as directed by DSHS.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment monthly, using the State of Texas Purchase Voucher (Form B-13), even if no funds are expended in a particular month, and including acceptable supporting documentation for reimbursement of the required services/deliverables. The B-13 can be found at the following link: http://www.dshs.state.tx.us/grants/forms/b13form.doc . Vouchers and supporting documents should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit, MC1940
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-00014

DCPS FY16 HPCDP/TXHC New 2016

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 09/30/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.991

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Project Work Plan	Nonrecurring			10/30/2015
Evaluation Plan	Nonrecurring			11/30/2015
Interim Progress Report	Nonrecurring	10/01/2015	03/15/2016	03/31/2016
Texas Healthy Communities Assessment Report	Nonrecurring			05/29/2016
Final Progress Report	Nonrecurring	10/01/2015	08/31/2016	09/14/2016
Financial Status Report (FSR)	Quarterly	10/01/2015	12/30/2015	01/31/2016
Financial Status Report (FSR)	Quarterly	01/01/2016	03/31/2016	04/30/2016
Financial Status Report (FSR)	Quarterly	04/01/2016	06/30/2016	07/31/2016
Financial Status Report (FSR)	Final	07/01/2016	09/30/2016	11/15/2016

Submission Instructions:

Contractor shall submit all programmatic reports, documentation, and other information as required to the following electronic email address: TXHC@dshs.state.tx.us.

Programmatic reports include: Project Work Plan, Evaluation Plan, Interim Progress Report and Final Progress Report.

Texas Healthy Communities Assessment will be entered into Performance Management and Tracking System (PMATS).

Financial Status Reports shall be submitted to invoices@dshs.state.tx.us.

16. Special Provisions

SECTION VIII. 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)	2016-003876-00
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	

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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

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 78756-4204
City, State, Zip

Telephone Number

E-mail Address

Hidalgo County

By:
Signature of Authorized Official

Date

Name and Title

Address

City, State, Zip

Telephone Number

E-mail Address

Budget Summary

Organization Name: Hidalgo County

Program ID: HPCDP/TXHC

Contract Number: 2016-003876-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
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Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$23,943.00	$0.00	$0.00	$23,943.00
Contractual	$0.00	$0.00	$0.00	$0.00
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Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$50,000.00	$0.00	$0.00	$50,000.00

TEXAS
Department of State Health Services

CHECK GLOBAL ERRORS

Back

Document Information DCPS-2016-HPCDP/TXHC-00012

Details

You are here: > Contracting Menu > Forms Menu

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2016-003876-00

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

- Certification Regarding Lobbying
- Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
- Signature Page
- General Provisions
- Contract Print

TEXAS
Department of State Health Services

CHECK GLOBAL ERRORS

Back

Document Information: DCPS-2016-HPCDP/TXHC-00012

Details

You are here: > Contracting Menu > Forms Menu

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.

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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*
Email*
Telephone*

FFATA Contact Person #2
Name*
Email*
Telephone*

[ ] 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.

Minerva Diaz

From: Mike Escaname [mike.escaname@hchd.org]
Sent: Friday, September 04, 2015 4:25 PM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Subject: Request - Certification of Revenue - TX Healthy Communities FY 16 - $50,000.00
Attachments: 2016-003876-00 Texas Healthy FY 16.pdf

Minerva,

I'd appreciate if you can arrange to have a Certification of Revenue processed for the Texas Healthy Communities FY 16 grant in the amount of $50,000.00.

We will present this contract to CC for acceptance on Tuesday, 09/15/15.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St.
Edinburg, TX 78539
Direct # (956) 292-7000 ext. 7210
Main # (956) 383-6221

AI-51180 **Health & Human Services Dept.** **21. 0.**

CC - REGULAR

Meeting Date: 09/15/2015

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 Texas Healthy Communities grant contract #2016-003876-00 in the amount of $50,000.00 for the period of 10/01/2015 to 09/30/2016.
2. Requesting approval for County Judge to e-sign the Texas Healthy Communities 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 $50,000.00.
4. Requesting approval of the budget appropriation.

BACKGROUND

05/19/15 - AI-49611 - Approval to submit grant renewal application.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-061-6-XXX

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

BUDGETARY IMPACT:

No local match required.

5-1293-331-12-340-061-6-000 TX HEALTHY COMMUNITIES REVENUE

Attachments

Grant Contract

BA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:42 PM
Manuel Chapa	Manuel Chapa	09/09/2015 10:18 AM
Auditor's Office		
Purchasing Department		

Form Started By: Mike Escaname Started On: 09/01/2015 02:19 PM

DATE: October 1, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-061-6-XXX Texas Healthy Communities

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 -
	TRAVEL	
5-1293-441-00-340-061-6-583	TX HEALTHY COMMUNITIES-TRAVEL OUT OF CO	$ 1,057.00
	SUPPLIES	
5-1293-441-00-340-061-6-610	TX HEALTHY COMMUNITIES-GENERAL SUPPLIES	$ 7,480.00
5-1293-441-00-340-061-6-660	TX HEALTHY COMMUNITIES-FURNISHINGS & EQU	$ 16,463.00
	OTHER	
5-1293-441-00-340-061-6-540	TX HEALTHY COMMUNITIES-ADVERTISING	$ 15,000.00
5-1293-441-00-340-061-6-550	TX HEALTHY COMMUNITIES-PRINTING & BINDING	$ 10,000.00
	TOTAL APPROPRIATION	$ 50,000.00
5-1293-331-12-340-061-6-000	TX HEALTHY COMMUNITIES REVENUE	$ 50,000.00
	TOTAL BUDGET	$ 50,000.00

INCREASE REQUEST $

REASON: To appropriate the grant funds for the Texas Healthy Communities program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S (DATE ATTEST CO. CLERK

AI-51287 **Health & Human Services Dept.** **14. F.**

CC - REGULAR

Meeting Date: 09/15/2015

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 to allow Hidalgo County Health & Human Services Dept. staff in partnership with Hidalgo County Emergency Management staff to host and provide training for local Amateur Radio Operators. The training will be held on October 10, 2015 at the Hidalgo County EOC and utilize the EOC's radio equipment and equipment brought by local Amateur Radio Operators.

BACKGROUND

Purpose: The Hidalgo County EOC, Texas Department of Emergency Management, Red Cross and National Weather Service along with similar services agencies & support programs rely on local volunteer Amateur Radio Operators to assist with communications during large scale events.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/09/2015 01:51 PM
Glinda Pacheco	Glinda Pacheco	09/10/2015 02:00 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Mike Escaname		Started On: 09/09/2015 11:19 AM

Final Approval Date: 09/11/2015

AI-51286 **Health & Human Services Dept.** **14. G. 1.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

A. Consideration and approval to allow paying hospitals the option to pay FY 2016 Mandatory Payment in full by September 25, 2015 in order to satisfy State funding IGT requirements set by HHSC.
B. Consideration and approval for the Hidalgo County Tax Accessor/Collector to collect the mandatory payment and transfer funds to the County Treasurers Office.

BACKGROUND

Fiscal Impact

Attachments

schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/09/2015 01:51 PM
Glinda Pacheco	Glinda Pacheco	09/10/2015 01:54 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Dairen Sarmiento Started On: 09/09/2015 11:14 AM

Final Approval Date: 09/11/2015

Projected Mandatory Payments Based on Recommended LPPF Rate, Hidalgo County, FY 2016

Projected LPPF Mandatory Payments, FY 2015	Annual Rate	6.0000%			Quarterly Rate	1.5000%	
		Net Patient Revenue AHS 2010 Annual	Quarter	Revenue from Mandatory Payment 1	Revenue from Mandatory Payment 2	Revenue from Mandatory Payment 3	Revenue from Mandatory Payment 4
Doctor's Hospital at Renaissance		$419,122,547		$6,286,838	$6,286,838	$6,286,838	$6,286,838
Knapp Medical Center		$128,952,176		$1,934,283	$1,934,283	$1,934,283	$1,934,283
Mission Regional Medical Center		$115,426,693		$1,731,400	$1,731,400	$1,731,400	$1,731,400
Rio Grande Regional Hospital		$181,035,055		$2,715,526	$2,715,526	$2,715,526	$2,715,526
Edinburg Regional Medical Center		$361,658,786		$5,424,882	$5,424,882	$5,424,882	$5,424,882
Cornerstone Regional Hospital		$10,405,818		$156,087	$156,087	$156,087	$156,087
LifeCare Hospitals of South Texas		$27,743,415		$416,151	$416,151	$416,151	$416,151
Weslaco Rehab Hospital		$8,297,474		$124,462	$124,462	$124,462	$124,462
Solara Hospital McAllen LP		$23,625,573		$354,384	$354,384	$354,384	$354,384
Periodic Totals		**$1,276,267,537**		**$19,144,013**	**$19,144,013**	**$19,144,013**	**$19,144,013**

AI-51224 **Fire Marshal's Office** **15. A.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Elizabeth Castro, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

1. Discussion, Consideration and Action regarding acceptance of (Auxiliary) Deputy Fire Marshal(s) / Fire Investigators for appointment by the Fire Marshals to State Licensing Commission (Certification): Under Authority of LGC 352.011 Section A (Assistants).

2. Appointment of Auxiliary (Assistant) Members:
a. Wesley Bradley
b. Homer Garza
c. Ricardo Salinas
d. Bryan Medina
e. Charlie Falcon
f. Randy Alvarez

BACKGROUND

*Item 2C. - Name should be Ricardo Saldana not Salinas

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

LGC 352.011 Section A

Form Review

Inbox	Reviewed By	Date

Budget & Management	Veronica Ortiz	09/04/2015 04:52 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Elizabeth Castro Started On: 09/03/2015 02:54 PM

Final Approval Date: 09/11/2015

administering this section from the general fund of the county.

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

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 265 (H.B. 712), Sec. 1, eff. September 1, 2013.

Sec. 352.006. SALE OF USED FIRE PROTECTION OR FIRE-FIGHTING EQUIPMENT TO CERTAIN VOLUNTEER FIRE DEPARTMENTS. (a) In this section, "volunteer fire department" means an association that:

(1) operates fire-fighting equipment;

(2) is organized primarily to provide and actively provides fire-fighting services;

(3) does not pay its members compensation other than nominal compensation; and

(4) does not distribute any of its income to its members, officers, or governing body, other than for reimbursement of expenses.

(b) Notwithstanding Subchapter D, Chapter 263, or other law, the commissioners court of a county may sell used fire-fighting equipment, excluding equipment described in Sections 419.040 and 419.041, Government Code, to a volunteer fire department for eight percent of the original purchase value of the equipment if:

(1) the fire protection or fire-fighting equipment is at least 15 years old and met the National Fire Protection Association standards at the original time of purchase; and

(2) the volunteer fire department provides fire protection to an area within the county.

Added by Acts 2003, 78th Leg., ch. 952, Sec. 1, eff. Sept. 1, 2003.

SUBCHAPTER B. COUNTY FIRE MARSHAL

Sec. 352.011. CREATION OF OFFICE; TERM. (a) The commissioners court of a county may establish the office of county fire marshal and provide office facilities, equipment, transportation, assistants, and professional services for that office.

(b) The commissioners court shall establish the term of office for a county fire marshal for a period not to exceed two years.

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

Sec. 352.012. QUALIFICATIONS FOR OFFICE. (a) To qualify for office, the county fire marshal must take the oath prescribed by the constitution of this state and post a bond as required by the commissioners court conditioned that the marshal will faithfully and strictly perform the duties of the office.

(b) The county fire marshal may not be directly or indirectly interested in the sale of fire-fighting equipment and may not be engaged in any type of fire insurance business.

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

Sec. 352.013. INVESTIGATION OF FIRES. (a) The county fire marshal shall:

(1) investigate the cause, origin, and circumstances of fires that occur within the county but outside the municipalities in the county and that destroy or damage property or cause injury; and

(2) determine whether a fire was the result of negligent or intentional conduct.

(b) The commissioners court of a county, with the advice of the county fire marshal, shall adopt rules and procedures for determining which fires warrant investigation by the county fire marshal. The county fire marshal shall begin an investigation within 24 hours after the receipt of information regarding a fire that warrants investigation under commissioners court rules and procedures. The 24-hour period does not include a Sunday.

(c) In the performance of official duties, the county fire marshal, at any time of day, may enter and examine a structure where a fire has occurred and may examine adjacent premises.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 2003, 78th Leg., ch. 371, Sec. 1, eff. Sept. 1, 2003.

Sec. 352.014. RECORD OF INVESTIGATION. The county fire

AI-50960 **Urban County** **16. A.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Public Hearing to consider public comments on the County of Hidalgo Urban County Program's Consolidated Annual Performance and Evaluation Report (CAPER) prior to submission to the U.S. Department of Housing and Urban Development.

BACKGROUND

Citizen Participation Plan dictates that the County hold a Public Hearing to consider public comments on the contents of it's Consolidated Annual Performance and Evaluation Report prior to submission to HUD.

The Urban County Program published the public notice of the CAPER's completion and the fifteen (15) day comment period was from August 28, 2015 to September 11, 2015.

Fiscal Impact

Attachments

Public Notice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/24/2015 03:01 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Sandra Regalado Started On: 08/17/2015 11:05 AM

Final Approval Date: 09/11/2015

PUBLIC NOTICE

COUNTY OF HIDALGO

URBAN COUNTY PROGRAM

Published on: August 27, 2015

Notice is hereby given that the County of Hidalgo Urban County Program has completed its Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year Ending June 30, 2015.

This report is a comprehensive review of the activities undertaken by the Urban County Program in carrying our activities identified in the County's Consolidated Plan Strategy (CPS). The program operates in 18 non-entitlement communities and the rural areas of Hidalgo County.

A 15-day comment period is hereby established for comments from August 28, 2015 to September 11, 2015 at the Urban County Program office. The CAPER report will be available for public viewing at all Precinct offices, member City Halls, local libraries, the County of Hidalgo website and Urban County Program Office.

Following the comment period, a Public Hearing will be held at 9:30 A.M. on Tuesday, September 15, 2015. At the Hidalgo County Commissioner's Court meeting at 100 E. Cano, Edinburg, Texas 78539.

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se harán en español para aquellas personas que así lo deseen.

For more information please come by the Urban County Office or call (956) 787-8127.

Diana R. Serna, Director
County of Hidalgo-Urban County Program
427 E. Duranta Ave., Suite 107 Alamo, Texas 78516

AVISO PÚBLICO
CONDADO DE HIDALGO
PROGRAMA URBANO

Publicada el día 27 de agosto del 2015

Se hace saber que el Programa Urbano del Condado de Hidalgo ha completado su Reporte Consolidado Anual de Desempeño y Evaluación (CAPER) para el año fiscal terminando el 30 de junio del 2015.

Este informe es una revisión completa de las actividades realizadas por el Programa Urbano del Condado en la realización de nuestras actividades identificadas en la Estrategia del Plan Consolidado del Condado (CPS). El programa opera en 18 comunidades y las zonas rurales del Condado de Hidalgo.

Un período de 15 días para recibir comentarios públicos será desde el día 28 de agosto hasta el día 11 de septiembre del 2015 en la oficina del Programa Urbano del Condado Hidalgo. El informe (CAPER) estará disponible para que el público lo revise en las oficinas de los Precintos, las oficinas municipales participantes, bibliotecas públicas, el sitio de red del Condado Hidalgo, ó la oficina del Programa Urbano del Condado Hidalgo.

Tras el periodo de comentarios, una audiencia pública se llevara a cabo a las 9:30 a.m. el martes 15 de septiembre del 2015 en la Corte de Comisionados del Condado de Hidalgo en la sala de reuniones ubicada en 100 E. Cano, Edinburg, Texas 78539.

Acomodación será proporcionada a petición para las personas con discapacidad.

Las presentaciones se harán en Ingles o Español para aquellas personas que así lo deseen.

Para obtener más información, por favor acuda a la oficina del Programa Urbano del Condado Hidalgo ó llame al (956) 787-8127.

Diana R. Serna, Director
Programa Urbano Del Condado de Hidalgo
427 E. Duranta Ave., Suite 107 Alamo, Texas 78516

AI-51320 **Urban County** **16. B.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Hidalgo County Precinct No. 3 requests approval from Hidalgo County Commissioners' Court to enter into an Interlocal Cooperation Agreement with the City of La Joya in the amount of $396,004.93 for the overlaying of streets utilizing FY 25, 26 & 28 (2012, 2013 & 2015) UCP Street Improvements funding.

2. Requesting authorization for Hidalgo County Judge to sign the required documents.

BACKGROUND

This Interlocal Cooperation Agreement will authorize Precinct No. 3 and the City of La Joya to collaborate in the completion of street improvements to 6th, 7th, 8th, 9th, & 10th Street including but not limited to adjacent/abutting streets within the same general vicinity in the City of La Joya. (See attached exhibits)

Funds Available:	(2012)	$ 64,560.93
	(2013)	$145,612.00
	(2015)	$185,832.00
	TOTAL:	**$396,004.93**

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/11/2015 03:17 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Sandra Regalado Started On: 09/10/2015 04:32 PM
Final Approval Date: 09/11/2015

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND CITY OF LA JOYA, TEXAS

THIS Agreement is made on this the **15th day of September, 2015**, by and between **HIDLAGO COUNTY, TEXAS**, acting by and through Precinct 3 of Hidalgo County hereinafter referred to as "County", and the **CITY OF LA JOYA, TEXAS,** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Hidalgo County is a county created in Texas;

WHEREAS, La Joya is a home rule city located in Texas;

WHEREAS, City and County desires to assist each other in overlaying sixth, seventh, eighth, ninth and tenth streets between Garza Avenue and Leo Avenue in the City of La Joya, Texas (the "Work").

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

1. City agrees to pay County against invoice County's cost of County's labor and of equipment at the current prices to the County for such equipment and labor for the furtherance of the Work for County equipment necessary for accomplishment of the Work. The current hourly rates for equipment of County as of the date of this Agreement is attached hereto as Exhibit A. County shall be solely responsible for determining the current rate for its equipment and City agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County. Hourly rates for County labor shall include all benefits and other costs associated with the employment of each individual. The County's current hourly rates for labor required to perform the Work are attached hereto as Exhibit B. County shall be solely responsible for determining the current rate for its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County.

2. City shall provide through its CDBG funds all materials necessary to accomplish the Work.

3. All other costs associated with the Work shall be the responsibility of the City.

4. Term. The term of this Agreement shall be for one hundred twenty (120) days from the date of the last of County or City to approve this Agreement.

5. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other provided this Agreement shall not be terminated after County commences the Work.

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

7. **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.

8. **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 City and County and not otherwise.

9. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

10. **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 La Joya
Attention: J.A. "Fito" Salinas, Mayor
P. O. Box H
La Joya, Texas 78560

If to County: Hidalgo County
Attn: Ramon Garcia, County Judge
302 W. University Dr.
Edinburg, TX 78539

With copy to: Commissioner Joe Flores., Precinct No.3
724 N. Breyfogle
Mission, Texas 78574

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.

11. **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.

12. **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.

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

14. **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.

15. **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.

16. **Authority to Execute.** The execution and performance of this Agreement by the City and the 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.

17. **Prior Agreements.** This Agreement supersedes and terminates all previous interlocal agreement between the parties hereto concerning the subject matter hereof except for any interlocal agreement where dated prior to this Agreement to the extent work is being performed thereunder at the time of executing this Agreement. Once ongoing work under any such previous interlocal agreement(s) is completed and payment is remitted such previous interlocal agreement shall terminate at such time.

18. **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.

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

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

CITY OF LA JOYA

By: _____
J.A. "Fito" Salinas, Mayor

ATTEST:

By: _____
Julianita Zavala, City Secretary

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, D.C. 20472

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants; tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 *Allowable Costs*. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 *Appeals*.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 15, 2010.

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 ft	to 15	Articulated, Telescoping, Scissor.	hour	$8.25
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 ft	to 30	Articulated, Telescoping, Scissor.	hour	$12.25
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 ft	to 50	Articulated, Telescoping, Scissor.	hour	$21.00
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 ft	to 85	Articulated and Telescoping.	hour	$55.00
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 ft	to 130	Articulated and Telescoping.	hour	$67.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$6.75
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$12.25
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$23.50
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$34.00
8010	Air Compressor	Air Delivery	41 cfm	to 10	Hoses included.	hour	$1.50
8011	Air Compressor	Air Delivery	103 cfm	to 30	Hoses included.	hour	$7.00
8012	Air Compressor	Air Delivery	130 cfm	to 50	Hoses included.	hour	$9.25
8013	Air Compressor	Air Delivery	175 cfm	to 90	Hoses included.	hour	$20.00
8014	Air Compressor	Air Delivery	400 cfm	to 145	Hoses included.	hour	$27.50
8015	Air Compressor	Air Delivery	575 cfm	to 230	Hoses included.	hour	$45.50
8016	Air Compressor	Air Delivery	1100 cfm	to 355	Hoses included.	hour	$51.00
8017	Air Compressor	Air Delivery	1600 cfm	to 600	Hoses included.	hour	$80.00
8040	Ambulance			to 150		hour	$25.50
8041	Ambulance			to 210		hour	$32.50
8060	Auger, Portable	Hole Diameter	16 in	to 6		hour	$1.30
8061	Auger, Portable	Hole Diameter	18 in	to 13		hour	$3.50
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 in	to 13	Includes digger, boom and mounting hardware. Add to Tractor rate for total rate.	hour	$1.30
8063	Auger, Truck Mntd	Max. Auger Size	24 in	to 100	Includes digger, boom and mounting hardware. Add to Truck rate for total rate.	hour	$29.00
8070	Automobile			to 130	Transporting people.	mile	$0.50
8071	Automobile			to 130	Transporting cargo.	hour	$13.00
8072	Automobile, Police			to 250	Patrolling.	mile	$0.60
8073	Automobile, Police			to 250	Stationary with engine running.	hour	$16.25
8110	Barge, Deck	Size	50'x35'x7.25'			hour	$34.00
8111	Barge, Deck	Size	50'x35'x9'			hour	$49.00
8112	Barge, Deck	Size	120'x45'x10'			hour	$60.00
8113	Barge, Deck	Size	160'x45'x11'			hour	$75.00
8050	Board, Arrow			to 8	Trailer Mounted.	hour	$3.15
8051	Board, Message			to 5	Trailer Mounted.	hour	$8.50
8133	Boat, Push-	Size	45'x21'x6'	to 435	Flat hull.	hour	$150.00
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	$200.00
8135	Boat, Push	Size	58'x24'x7.6'.	to 705	Flat hull.	hour	$250.00
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	$300.00

EXHIBIT
tabbies
A

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8130	Boat, Row				Heavy duty.	hour	$0.65
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	$14.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	$26.00
8120	Boat, Tow	Size	55'x20'x6'	to 870	Steel.	hour	$250.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	$300.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	$450.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	$830.00
8140	Boat, Tug	Length	16 ft	to 100		hour	$33.50
8141	Boat, Tug	Length	18 ft	to 175		hour	$53.00
8142	Boat, Tug	Length	26 ft	to 250		hour	$65.00
8143	Boat, Tug	Length	40 ft	to 380		hour	$150.00
8144	Boat, Tug	Length	61 ft	to 700		hour	$225.00
8419	Breaker, Pavement, Hand-Held	Weight	25-90 lb			hour	$0.65
8420	Breaker, Pavement			to 70		hour	$31.25
8150	Broom, Pavement	Broom Length	72 in	to 35		hour	$12.30
8151	Broom, Pavement	Broom Length	96 in	to 100		hour	$18.75
8153	Broom, Pavement, Mntd	Broom Length	72 in	to 18	Add to Prime Mover rate for total rate.	hour	$6.00
8154	Broom, Pavement, Pull	Broom Length	84 in	to 20	Add to Prime Mover rate for total rate.	hour	$10.25
8270	Bucket, Clamshell	Capacity	1.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$3.60
8271	Bucket, Clamshell	Capacity	2.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$6.75
8272	Bucket, Clamshell	Capacity	5.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$11.25
8273	Bucket, Clamshell	Capacity	7.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$14.50
8275	Bucket, Dragline	Capacity	2.0 cy		Does not include Clamshell & Dragline.	hour	$2.90
8276	Bucket, Dragline	Capacity	5.0 cy		Does not include Clamshell & Dragline.	hour	$8.50
8277	Bucket, Dragline	Capacity	10 cy		Does not include Clamshell & Dragline.	hour	$10.50
8278	Bucket, Dragline	Capacity	14 cy		Does not include Clamshell & Dragline.	hour	$13.50
8180	Bus			to 150		hour	$20.00
8181	Bus			to 210		hour	$23.00
8182	Bus			to 300		hour	$27.00
8190	Chain Saw	Bar Length	16 in			hour	$1.75
8191	Chain Saw	Bar Length	25 in			hour	$3.20
8192	Chain Saw, Pole	Bar Size	18 in			hour	$1.60
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	$7.50
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	$16.00
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	$21.75
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	$30.75
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	$45.50
8210	Clamshell & Dragline, Crawler		149,999 lb	to 235	Bucket not included in rate.	hour	$86.00
8211	Clamshell & Dragline, Crawler		250,000 lb	to 520	Bucket not included in rate.	hour	$121.00
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	$130.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 cy		Truck Mounted. Add to Truck rate for total rate.	hour	$18.00
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 cy		Truck Mounted. Add to Truck rate for total rate.	hour	$21.50
8220	Compactor			to 10		hour	$11.00
8221	Compactor, Towed, Vibratory Drum			to 45		hour	$17.50
8222	Compactor, Vibratory, Drum			to 75		hour	$25.00
8223	Compactor, Pneumatic, Wheel			to 100		hour	$29.00
8225	Compactor, Sanitation			to 300		hour	$96.00
8226	Compactor, Sanitation			to 400		hour	$163.00
8227	Compactor, Sanitation			to 535		hour	$225.00
8228	Compactor, Towed, Pneumatic, Wheel		10000 lb		Add to Prime Mover rate for total rate.	hour	$7.50

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8229	Compactor, Towed, Drum Static		20000 lb		Add to Prime Mover rate for total rate.	hour	$12.25
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	$27.00
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	$55.00
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	$95.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	$155.00
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	$220.00
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 lb		Add to Truck rate for total rate.	hour	$10.00
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 lb		Add to Truck rate for total rate.	hour	$16.00
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 lb		Add to Truck rate for total rate.	hour	$30.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	$90.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	$100.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	$120.00
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	$21.00
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	$39.00
8580	Distributor, Asphalt	Tank Capacity	500 gal		Insulated tank, and circulating spray bar.	hour	$12.00
8581	Distributor, Asphalt	Tank Capacity	1000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	$13.00
8582	Distributor, Asphalt	Tank Capacity	4000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	$25.00
8250	Dozer, Crawler			to 75		hour	$31.00
8251	Dozer, Crawler			to 105		hour	$40.00
8252	Dozer, Crawler			to 160		hour	$65.00
8253	Dozer, Crawler			to 250		hour	$80.00
8254	Dozer, Crawler			to 360		hour	$135.00
8255	Dozer, Crawler			to 565		hour	$250.00
8256	Dozer, Crawler			to 850		hour	$340.00
8260	Dozer, Wheel			to 300		hour	$55.00
8261	Dozer, Wheel			to 400		hour	$110.00
8262	Dozer, Wheel			to 500		hour	$150.00
8263	Dozer, Wheel			to 625		hour	$200.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 cy	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 cy	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$39.00
8282	Excavator, Hydraulic	Bucket Capacity	1.5 cy	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$65.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 cy	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$120.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 cy	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$200.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 cy	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$240.00
8286	Excavator, Hydraulic	Bucket Capacity	12 cy	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$400.00
8240	Feeder, Grizzly			to 35		hour	$17.00
8241	Feeder, Grizzly			to 55		hour	$30.00
8242	Feeder, Grizzly			to 75		hour	$44.00
8300	Fork Lift	Capacity	6000 lb	to 60		hour	11.75
8301	Fork Lift	Capacity	12000 lb	to 90		hour	$17.00
8302	Fork Lift	Capacity	18000 lb	to 140		hour	$23.00
8303	Fork Lift	Capacity	50000 lb	to 215		hour	$50.00
8310	Generator	Prime Output	5.5 kW	to 10		hour	$3.25
8311	Generator	Prime Output	16 kW	to 25		hour	$8.00
8312	Generator	Prime Output	43 kW	to 65		hour	$17.00
8313	Generator	Prime Output	100 kW	to 125		hour	$34.00
8314	Generator	Prime Output	150 kW	to 240		hour	$50.00
8315	Generator	Prime Output	210 kW	to 300		hour	$60.00
8316	Generator	Prime Output	280 kW	to 400		hour	$85.00

FEMA's SCHEDULE OF EQUIPMENT RATES

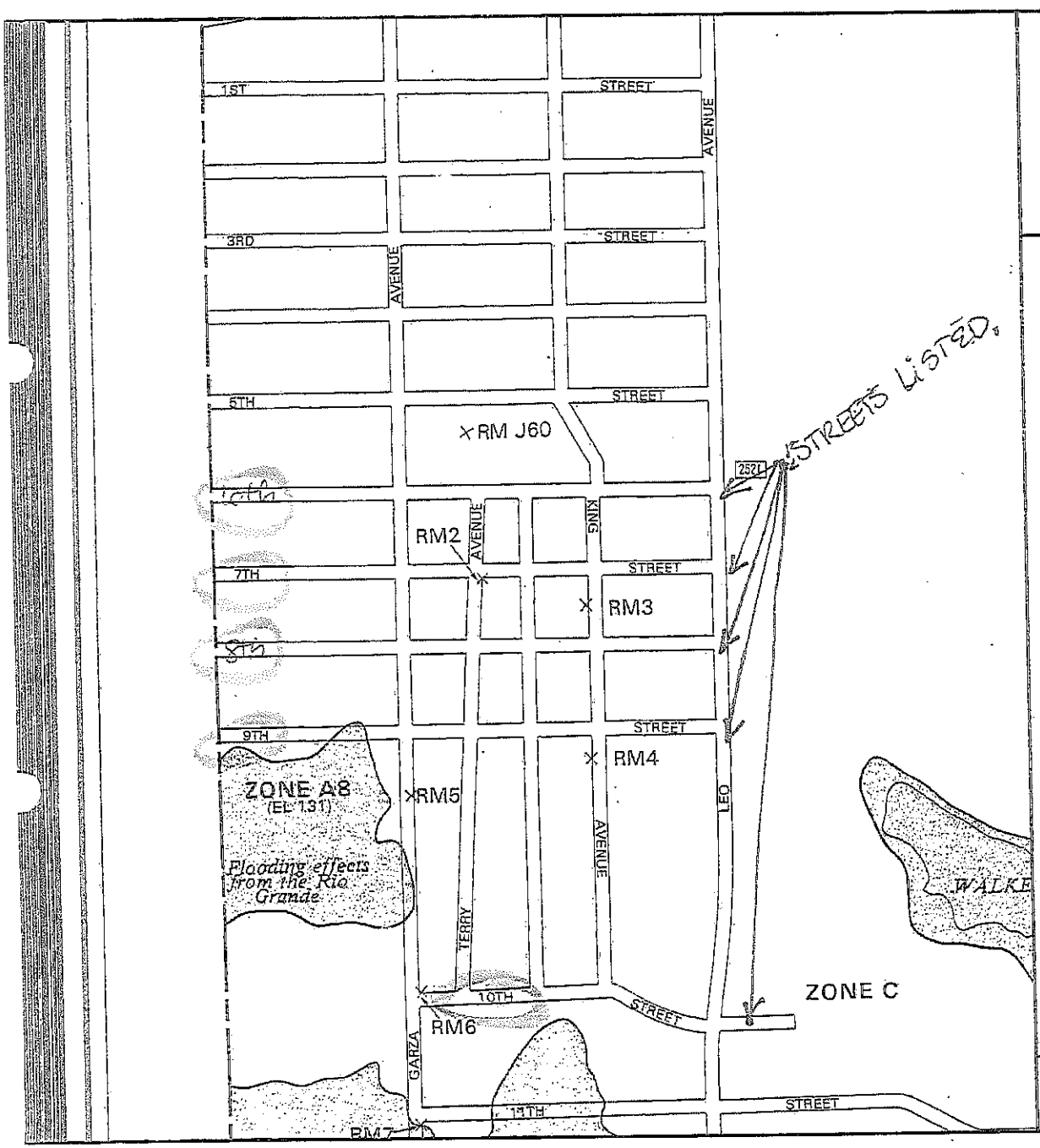
Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8317	Generator	Prime Output	350 kW	to 500		hour	$95.00
8318	Generator	Prime Output	530 kW	to 750		hour	$150.00
8319	Generator	Prime Output	710 kW	to 1000		hour	$200.00
8320	Generator	Prime Output	1100 kW	to 1500		hour	$375.00
8321	Generator	Prime Output	2500 kW	to 3000		hour	$500.00
8755	Golf Cart	Capacity	2 person			hour	$3.20
8330	Graders	Moldboard Size	10 ft	to 110	Includes Rigid and Articulate	hour	$34.50
8331	Graders	Moldboard Size	12 ft	to 150	Includes Rigid and Articulate	hour	$58.00
8332	Graders	Moldboard Size	14 ft	to 225	Includes Rigid and Articulate	hour	$70.00
8350	Hose, Discharge	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	$0.13
8351	Hose, Discharge	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	$0.19
8352	Hose, Discharge	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	$0.50
8353	Hose, Discharge	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	$0.75
8354	Hose, Discharge	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	$1.35
8355	Hose, Discharge	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	$2.20
8356	Hose, Suction	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	$0.23
8357	Hose, Suction	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	$0.43
8358	Hose, Suction	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	$0.90
8359	Hose, Suction	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	$1.35
8360	Hose, Suction	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	$2.45
8361	Hose, Suction	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	$3.90
8517	Jackhammer (Dry)	Weight Class	25-45 lb			hour	$1.00
8518	Jackhammer (Wet)	Weight Class	30-55 lb			hour	$1.15
8380	Loader, Crawler	Bucket Capacity	0.5 cy	to 32	Includes bucket.	hour	$11.50
8381	Loader, Crawler	Bucket Capacity	1 cy	to 60	Includes bucket.	hour	$19.00
8382	Loader, Crawler	Bucket Capacity	2 cy	to 118	Includes bucket.	hour	$42.00
8383	Loader, Crawler	Bucket Capacity	3 cy	to 178	Includes bucket.	hour	$76.00
8384	Loader, Crawler	Bucket Capacity	4 cy	to 238	Includes bucket.	hour	$115.00
8540	Loader, Skid-Steer	Operating Capacity	1000 lb	to 35		hour	$11.00
8541	Loader, Skid-Steer	Operating Capacity	2000 lb	to 65		hour	$18.00
8542	Loader, Skid-Steer	Operating Capacity	3000 lb	to 85		hour	$22.00
8401	Loader, Tractor, Wheel			to 81		hour	$25.00
8390	Loader, Wheel	Bucket Capacity	0.5 cy	to 38		hour	$15.50
8391	Loader, Wheel	Bucket Capacity	1 cy	to 60		hour	$21.50
8392	Loader, Wheel	Bucket Capacity	2 cy	to 105		hour	$28.75
8393	Loader, Wheel	Bucket Capacity	3 cy	to 152		hour	$40.00
8394	Loader, Wheel	Bucket Capacity	4 cy	to 200		hour	$52.00
8395	Loader, Wheel	Bucket Capacity	5 cy	to 250		hour	$66.00
8396	Loader, Wheel	Bucket Capacity	6 cy	to 305		hour	$82.00
8397	Loader, Wheel	Bucket Capacity	7 cy	to 360		hour	$95.00
8398	Loader, Wheel	Bucket Capacity	8 cy	to 530		hour	$140.00
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 cy	to 40	Loader and Backhoe Buckets Included.	hour	$14.75
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 cy	to 70	Loader and Backhoe Buckets Included.	hour	$23.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 cy	to 95	Loader and Backhoe Buckets Included.	hour	$33.00
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 cy	to 115	Loader and Backhoe Buckets Included.	hour	$38.00
8410	Mixer, Concrete Portable	Batching Capacity	10 cft			hour	$3.25
8411	Mixer, Concrete Portable	Batching Capacity	12 cft			hour	$4.25
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 cft	to 10		hour	$8.75
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 cft	to 25		hour	$15.25
8075	Motorcycle, Police					mile	$0.35
8633	Mulcher, Trailer Mntd	Working Capacity	7 tph	to 35		hour	$10.25
8634	Mulcher, Trailer Mntd	Working Capacity	10 tph	to 55		hour	$15.75
8635	Mulcher, Trailer Mntd	Working Capacity	20 tph	to 120		hour	$24.75
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	$7.00
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	$65.00
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	$115.00
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	$125.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	$140.00
8436	Pick-up, Asphalt			to 110		hour	$55.00
8437	Pick-up, Asphalt			to 150		hour	$83.00
8438	Pick-up, Asphalt			to 200		hour	$110.00
8439	Pick-up, Asphalt			to 275		hour	$140.00
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	$10.25

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	$27.75
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	$31.75
8450	Plow, Snow, Grader Mntd	Width	to 10 ft		Add to Grader for total rate.	hour	$16.00
8451	Plow, Snow, Grader Mntd	Width	to 14 ft		Add to Grader for total rate.	hour	$24.00
8452	Plow, Snow, Truck Mntd	Width	to 15 ft		Add to Truck rate for total rate.	hour	$10.75
8453	Plow, Snow, Truck Mntd	Width	to 15 ft		With leveling wing. Add to Truck rate for total rate.	hour	$18.50
8470	Pump			to 4	Does not include Hoses.	hour	$2.15
8471	Pump			to 6	Does not include Hoses.	hour	$3.20
8472	Pump			to 10	Does not include Hoses.	hour	$4.10
8473	Pump			to 15	Does not include Hoses.	hour	$7.75
8474	Pump			to 25	Does not include Hoses.	hour	$9.25
8475	Pump			to 40	Does not include Hoses.	hour	$16.00
8476	Pump			to 60	Does not include Hoses.	hour	$18.75
8477	Pump			to 95	Does not include Hoses.	hour	$26.50
8478	Pump			to 140	Does not include Hoses.	hour	$31.00
8479	Pump			to 200	Does not include Hoses.	hour	$36.00
8480	Pump			to 275	Does not include Hoses.	hour	$80.00
8481	Pump			to 350	Does not include Hoses.	hour	$95.00
8482	Pump			to 425	Does not include Hoses.	hour	$120.00
8483	Pump			to 500	Does not include Hoses.	hour	$135.00
8484	Pump			to 575	Does not include Hoses.	hour	$155.00
8485	Pump			to 650	Does not include Hoses.	hour	$180.00
8510	Saw, Concrete	Blade Diameter	14 in	to 14		hour	$6.00
8511	Saw, Concrete	Blade Diameter	26 in	to 35		hour	$13.50
8512	Saw, Concrete	Blade Diameter	48 in	to 65		hour	$23.00
8513	Saw, Rock			to 100		hour	$30.00
8514	Saw, Rock			to 200		hour	$60.00
8521	Scraper	Scraper Capacity	16 cy	to 250		hour	$80.00
8522	Scraper	Scraper Capacity	23 cy	to 365		hour	$130.00
8523	Scraper	Scraper Capacity	34 cy	to 475		hour	$200.00
8524	Scraper	Scraper Capacity	44 cy	to 600		hour	$240.00
8560	Snow Blower	Capacity	2,000 tph	to 400		hour	$140.00
8561	Snow Blower	Capacity	2,500 tph	to 500		hour	$160.00
8562	Snow Blower	Capacity	3,500 tph	to 600		hour	$180.00
8550	Snow Blower, Truck Mntd	Capacity	600 tph	to 75	Does not include Truck.	hour	$37.50
8551	Snow Blower, Truck Mntd	Capacity	1400 tph	to 200	Does not include Truck.	hour	$70.00
8552	Snow Blower, Truck Mntd	Capacity	2000 tph	to 340	Does not include Truck.	hour	$110.00
8553	Snow Blower, Truck Mntd	Capacity	2500 tph	to 400	Does not include Truck.	hour	$120.00
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	$3.25
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	$7.00
8630	Sprayer, Seed	Working Capacity	750 gal	to 30	Trailer & Truck mounted. Does not include Prime Mover.	hour	$9.75
8631	Sprayer, Seed	Working Capacity	1250 gal	to 50	Trailer & Truck mounted. Does not include Prime Mover.	hour	$15.00
8632	Sprayer, Seed	Working Capacity	3500 gal	to 115	Trailer & Truck mounted. Does not include Prime Mover.	hour	$25.75
8456	Spreader, Chemical	Capacity	5 cy	to 4	Trailer & Truck mounted. Does not	hour	$4.00
8423	Spreader, Chip	Spread Hopper Width	12.5 ft	to 152		hour	$50.00
8424	Spreader, Chip	Spread Hopper Width	16.5 ft	to 215		hour	$80.00
8425	Spreader, Chip, Mntd	Hopper Size	8 ft	to 8	Trailer & Truck mounted.	hour	$3.30
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	$3.30
8456	Spreader, Sand	Mounting	Dump Body			hour	$5.50
8457	Spreader, Sand	Mounting	Truck (10 yd)			hour	$7.50
8440	Striper	Paint Capacity	40 gal	to 22		hour	$8.75
8441	Striper	Paint Capacity	90 gal	to 60		hour	$19.00
8442	Striper	Paint Capacity	120 gal	to 122		hour	$37.00
8445	Striper, Truck Mntd	Paint Capacity	120 gal	to 460		hour	$70.00
8446	Striper, Walk-behind	Paint Capacity	12 gal			hour	$3.35
8157	Sweeper, Pavement			to 110		hour	$59.00
8158	Sweeper, Pavement			to 230		hour	$74.00
8590	Trailer, Dump	Capacity	20 cy		Does not include Prime Mover.	hour	$8.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8591	Trailer, Dump	Capacity	30 cy		Does not include Prime Mover.	hour	$14.00
8600	Trailer, Equipment	Capacity	30 ton			hour	$10.25
8601	Trailer, Equipment	Capacity	40 ton			hour	$12.50
8602	Trailer, Equipment	Capacity	60 ton			hour	$15.00
8603	Trailer, Equipment	Capacity	120 ton			hour	$25.00
8640	Trailer, Office	Trailer Size	8' x 24'			hour	$1.70
8641	Trailer, Office	Trailer Size	8' x 32'			hour	$1.75
8642	Trailer, Office	Trailer Size	10' x 32'			hour	$2.60
8610	Trailer, Water	Tank Capacity	4000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$11.00
8611	Trailer, Water	Tank Capacity	6000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$14.00
8612	Trailer, Water	Tank Capacity	10000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$16.50
8613	Trailer, Water	Tank Capacity	14000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$20.50
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$11.75
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$25.00
8290	Trowel, Concrete	Diameter	48 in	to 12		hour	$4.50
8680	Truck, Concrete Mixer	Mixer Capacity.	13 cy	to 300		hour	$75.00
8720	Truck, Dump	Struck Capacity	8 cy	to 220		hour	$35.00
8721	Truck, Dump	Struck Capacity	10 cy	to 320		hour	$45.00
8722	Truck, Dump	Struck Capacity	12 cy	to 400		hour	$60.00
8723	Truck, Dump	Struck Capacity	18 cy	to 400		hour	$65.00
8724	Truck, Dump, Off	Struck Capacity	28 cy	to 450		hour	$105.00
8690	Truck, Fire	Pump Capacity	1000 gpm			hour	$70.00
8691	Truck, Fire	Pump Capacity	1250 gpm			hour	$80.00
8692	Truck, Fire	Pump Capacity	1500 gpm			hour	$85.00
8693	Truck, Fire	Pump Capacity	2000 gpm			hour	$90.00
8694	Truck, Fire Ladder	Ladder length	75 ft			hour	$125.00
8695	Truck, Fire Ladder	Ladder length	150 ft			hour	$150.00
8700	Truck, Flatbed	Maximum Gvw	16000 lb	to 200		hour	$20.00
8701	Truck, Flatbed	Maximum Gvw	25000 lb	to 275		hour	$22.00
8702	Truck, Flatbed	Maximum Gvw	30000 lb	to 300		hour	$25.00
8703	Truck, Flatbed	Maximum Gvw	45000 lb	to 380		hour	$43.00
8730	Truck, Garbage	Capacity	25 cy	to 255		hour	$47.00
8731	Truck, Garbage	Capacity	32 cy	to 325		hour	$55.00
8800	Truck, Pickup				Transporting people.	mile	$0.50
8801	Truck, Pickup		½ ton			hour	$14.00
8802	Truck, Pickup		1 ton			hour	$20.00
8803	Truck, Pickup		1¼ ton			hour	$22.00
8804	Truck, Pickup		1½ ton			hour	$26.00
8805	Truck, Pickup		1¾ ton			hour	$30.00
8790	Truck, Tractor	4 x 2	30000 lb	to 220		hour	$32.00
8791	Truck, Tractor	4 x 2	45000 lb	to 310		hour	$45.00
8792	Truck, Tractor	6 x 4	50000 lb	to 400		hour	$55.00
8780	Truck, Water	Tank Capacity	2500 gal	to 175	Include pump and rear spray system.	hour	$31.00
8781	Truck, Water	Tank Capacity	4000 gal	to 250	Include pump and rear spray system.	hour	$42.00
8620	Tub Grinder			to 440		hour	$85.00
8621	Tub Grinder			to 630		hour	$120.00
8622	Tub Grinder			to 760		hour	$150.00
8623	Tub Grinder			to 1000		hour	$270.00
8753	Vehicle, Recreational			to 10		hour	$3.00
8750	Vehicle, Small			to 30		hour	$7.00
8761	Vibrator, Concrete			to 4		hour	$1.15
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	$5.00
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$11.50
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$16.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$22.00



APPROXIMATE SCALE

600 0 600 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

CITY OF
LA JOYA, TEXAS
HIDALGO COUNTY

(ONLY PANEL PRINTED)

COMMUNITY-PANEL NUMBER
480341 0001 B

EFFECTIVE DATE:
JULY 16, 1979

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

EXHIBIT B

tabbies'

Precinct: 3

PROJECT NAME: City of La Joya, - 6th, 7th, 8th, 9th, 10th Streets

Emp ID	Employee Name	Position Title	Annual Salary	Annual Longevity	Hourly Rate	Hrs	Total Hourly Compensation (Salary & Longevity)	Total Compensation	FICA		Retirement	Unemployment	Workers Comp	Health Ins	Life	Total Labor Costs
Labor Costs																
		Paving Supervisor	36,000	540	17.31	40	17.57	702.80		53.76	74.71	4.22	48.35	114.00	0.72	998.56
		Truck Driver II	32,960	420	15.85	40	16.05	642.00		49.11	68.24	3.85	44.17	114.00	0.72	922.09
		Assistant Paving Supervisor	34,000	300	16.35	40	16.49	659.60		50.46	70.12	3.96	45.38	114.00	0.72	944.24
		Maintenance I	28,840	-	13.87	40	13.87	554.80		42.44	58.98	3.33	38.17	114.00	0.72	812.44
		Truck Driver II	32,960	300	15.85	40	15.99	639.60		48.93	67.99	3.84	44.00	114.00	0.72	919.08
		Maintenance I	28,840	-	13.87	40	13.87	554.80		42.44	58.98	3.33	38.17	114.00	0.72	812.44
		Maintenance II	28,840	-	13.87	40	13.87	554.80		42.44	58.98	3.33	38.17	114.00	0.72	812.44
		Truck Driver II	32,960	360	15.85	40	16.02	640.80		49.02	68.12	3.84	44.09	114.00	0.72	920.59
		Truck Driver III	32,960	-	15.85	40	15.85	634.00		48.50	67.39	3.80	43.62	114.00	0.72	912.03
		Truck Driver III	32,960	540	15.85	40	16.11	644.40		49.30	68.50	3.87	44.33	114.00	0.72	925.12
Overhead Cost																
		Assistant Field Operations Director	62,503	780	30.05	40	30.43	1,217.20		93.12	129.39	7.30	2.92	114.00	0.72	1,564.65
															Subtotal:	10,543.71

Equipment Costs	Hourly Rate	Total Hours	Actual Paid
Compactor Vibratory Drum	25.00	40	1,000.00
Compactor Pneumatic Wheel	29.00	40	1,160.00
Distributor Asphalt	13.00	40	520.00
Loader-Backhoe Wheel	14.75	40	590.00
Paver Asphalt	125.00	40	5,000.00
Truck - Dump (4 Trucks)	60.00	160	9,600.00
Truck - Pickup 1/2 ton	14.00	40	560.00
Truck - Water	31.00	20	620.00
		Subtotal:	19,050.00

TOTAL LABOR & EQUIPMENT: $ 29,593.71

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 Hidalgo County Precinct 3 has been advised of a proposed project to overlay sixth, seventh, eighth, ninth and tenth streets between Garza Avenue and Leo Avenue in the City of La Joya, Texas. City shall pay County the cost of equipment and labor of County to overlay such streets and City shall provide the materials necessary through its CDBG fund allotment through an Interlocal Cooperation Agreement.

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

Interlocal Agreement between Hidalgo County and City of La Joya

From : Stephen L. Crain <scrain@atlashall.com> Mon, Sep 14, 2015 11:41 AM

2 attachments

Subject : Interlocal Agreement between Hidalgo County and City of La Joya

To : 'Guadalupe V. Garcia' <guadalupe.garcia@co.hidalgo.tx.us>

Hi Lupita:

Attached is the final Interlocal Agreement regarding City of La Joya overlaying project and I will leave the envelope with Nancy our receptionist.

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

Atlas Hall Rodriguez

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Atlas Hall Rodriguez **image001.jpg**
5 KB

AI-51206 **Urban County** **16. C.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Urban County CDBG / TxCDBG Disaster Recovery (1288):
1. Approval to transfer the following employees from TxCDBG Disaster Recovery (1288-463-00-250-006-1) to Urban County CDBG (1288-463-00-250-001-6) effective next full pay period, 09/21/2015:

Employee #	Current Dept/Prog/Slot #	Position Title	Current Budgeted Salary	Proposed Dept/Prog/Slot#	Proposed Position Title	Proposed Budgeted Salary
090557	(250-006) 0001	UCP Coordinator I	$38,222.00	(250-001) 0011	UCP Coordinator I	$38,222.00
137723	(250-006) 0002	UCP Coordinator I	$38,222.00	(250-001) 0022	UCP Coordinator I	$38,222.00

2. Approval to revise the salary schedule(s) in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/10/2015 03:16 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Diana Munoz Started On: 09/02/2015 04:10 PM
Final Approval Date: 09/11/2015

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **URBAN COUNTY PROGRAM/250** DATE: **September 3, 2015**

CURRENT POSITION TITLE: **UCP COORDINATOR I - TxCDBG DISASTER RECOVERY (250-006)** CURRENT SLOT. #: **0001 & 0002**

REQUESTED POSITION TITLE: **UCP COORDINATOR I - URBAN COUNTY CDBG (250-001)** CURRENT SLOT. #: **0011 & 0022**

REQUEST FOR: OF POSITION

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **EMPLOYEE LATERAL TRANSFER WITHIN DEPARTMENT**

POSITION SALARY REQUEST:

NO. OF POSITIONS	CURRENT SALARY/ALLOWANCE	PROPOSED SALARY/ALLOWANCE	NET CHANGE
2	$ **38,222.00** DT x2= $76,440.00	$ **38,222.00** x2= $76,440.00 DT	$ **0.00**

Position to be funded from one of the following:

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

☐ Other _____

POSITION SALARY REQUEST:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

PERSUANT TO CHAPTER III OF THE CIVIL SERVICE COMMISSION RULES SECTIONS 3.16, 3.17, 3.18, 3.19, 3.20 AND 3.21 (SEE ATTACHED)

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

SEE ATTACHED

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

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	DATE 9/3/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 9/9/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/10/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-51084 **Urban County** **16. D.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval for a six (6) month extension to the FY 2008 and FY 2012 Community Housing Development Organization (CHDO) Agreement between the Urban County Program and Proyecto Azteca

BACKGROUND

Proyecto Azteca is contractually obligated to produce five (5) units that will be sold to qualified homebuyers. Currently, three (3) units have been successfully completed and two (2) other units are under construction. Unfortunately, there is a drainage issue on one of the properties that has not allowed for the placement of the newly constructed home. Proyecto Azteca has been in contact with Hidalgo County Drainage District No 1 Director, Mr. Raul Sesin, who advised against placing a housing unit on the particular property. The CHDO is assisting the family in locating another lot and has also hired a real estate agent for assistance. The CHDO has requested an extension to complete the sale of the units under this contract. The UCP is recommending an additional six (6) month extension for the completion and final loan closing for these pending units.

CHDO Name	Fiscal Year	Amount	Contract Date	Contract Exp.	New Contract Exp.
Proyecto Azteca	2008 and 2012	$ 297,429.90	June 17, 2014	August 31, 2015	February 29, 2016

Fiscal Impact

Attachments

Proyecto Azteca Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:11 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Sandra Regalado Started On: 08/26/2015 05:01 PM

Final Approval Date: 09/11/2015

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT AGREEMENT FOR GRANT OF HOME FUNDS

This First Amendment to Agreement for Grant of Home Funds is by and between Hidalgo County acting by and through its Urban County Program (the "County") and Proyecto Azteca ("CHDO") effective the date last indicated below.

WHEREAS, County and CHDO entered into that certain Agreement for Grant of HOME Funds dated June 17, 2014 to develop affordable housing pursuant to the HOME Program (the "Agreement"); and

WHEREAS, the parties desire to extend the term of Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the mutual obligations herein by the parties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon First Amendment to the Agreement, County and CHDO hereby agree to the following amendment to the Agreement:

1. Section 1A.30 is deleted in its entirety and the following shall be inserted in lieu thereof:

   30. "Term of this Agreement" shall mean the period commencing on the Effective Date and terminating on February 29, 2016, unless sooner terminated as herein provided.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and the County and CHDO ratify and

confirm the terms and provisions of the Interlocal Cooperation Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and this ____ day of _____, 2015.

COUNTY OF HIDALGO acting by and through its URBAN COUNTY PROGRAM

By:_____
Diana R. Serna,
Its: Director

CHDO:
PROYECTO AZTECA

By: _____
Ann Williams Cass
Its: Director

STATE OF TEXAS §

COUNTY OF HIDALGO §

Diana R. Serna, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____day of _____, 2015.

_____
Notary for State of Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

Ann Williams Cass, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____day of _____, 2015.

_____
Notary for State of Texas

Reveiwed as to form on
August 21, 2015 by:
Steve Crain
Atlas, Hall & Rodriguez LLC

AGREEMENT FOR GRANT OF HOME FUNDS

THIS AGREEMENT FOR GRANT OF HOME FUNDS (this "Agreement") is made and entered into on June 17, 2014 ("Effective Date") by and between the County of Hidalgo ("County"), a political subdivision of the State of Texas, and the PROYECTO AZTECA ("CHDO"), a Texas nonprofit corporation.

RECITALS:

WHEREAS, County has entered into an agreement with the US Department of Housing and Urban Development ("HUD") to receive HOME Funds as that term is defined in 24 C.F.R. 92 ("HOME Funds"), which funds are administered by the County's Urban County Program through its HOME Investment Partnerships Program (the "HOME Program");

WHEREAS, County has set aside a portion of its HOME Program's funds for community housing development organizations in accordance with the National Affordable Housing Act of 1990, as amended;

WHEREAS, County has designated the above named organization as a community housing development organization or CHDO pursuant to HUD rule 24 CFR Part 92, which sets forth regulations to implement the HOME Program;

WHEREAS, CHDO has submitted a proposal for use of HOME Funds to develop affordable housing pursuant to the HOME Program; and

WHEREAS, County desires to engage the CHDO to render certain assistance as a developer of affordable housing in conformance with 24 CFR Part 92.300;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, and subject to the terms and conditions hereof, County and CHDO hereby agree as follows:

SECTION I

DEFINITIONS

A. SPECIFIC

When used in this Agreement, the following terms shall have the respective meanings set forth below:

1. "Act" shall mean the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. §§12701 et. seq.

2. "Action" shall have the meaning given such term in Section XI.B of this Agreement.

3. "Affordability Period", with respect to any Unit, shall mean the period of years set forth below during which the home buyer is required to occupy the Unit as the home buyer's principal residence, commencing on the closing of the home buyer's purchase of the Unit, which shall vary depending on the amount of HOME Funds provided to home buyer for the Unit:

HOME Funds Assistance per Unit	Affordability Period
Under $15,000	5 years
$15,000 up to and including $40,000	10 years
Over $40,000	15 years

4. "Affordable Housing" shall have the meaning assigned to it under 24 C.F.R. 92.2 and C.F.R. 92.203.

5. "Agreement" shall have the meaning given such term in the introductory paragraph above.

6. "Applicable Law Amendments" shall have the meaning given such term in Section XII.E.2 of this Agreement.

7. "Applicable Laws" shall have the meaning given such term in the introductory paragraph of Section IX of this Agreement.

8. "CHDO" shall have the meaning given such term in the introductory paragraph above.

9. "CHDO Policies Manual" shall mean County's HOME Division Community Housing Development Organizations Policies Manual, as it may be amended by County from time to time.

10. "CHDO Proceeds" shall mean proceeds retained by CHDO in accordance with 24 C.F.R. 92.300(a)(2).

11. "CHDO Proposal" shall mean the proposal submitted by CHDO to the County for fiscal year 2008 & 2012 concerning CHDO's proposed participation in the HOME Program, a copy of which is attached hereto as "Exhibit D".

12. "County" shall have the meaning given such term in the introductory paragraph above.

13. "County Indemnitees" shall have the meaning given such term in Section XI.B of this Agreement.

14. "Default" shall have the meaning given such term in Section X.A. of this Agreement.

15. "Developer's fee" shall mean a fee payable to CHDO as compensation for the services performed hereunder and, unless other agreed in writing by the parties, will be earned and paid on a per unit basis.

16. "Effective Date" shall have the meaning given such term in the introductory paragraph above.

17. "Home buyer" or "home owner" shall mean the individual to whom the CHDO is providing assistance pursuant to the HOME Program.

18. "HOME Funds" shall have the meaning given such term in the first recital above.

19. "HOME Program" (also called "HOME") shall have the meaning given such term in the first recital above.

20. "HUD" shall have the meaning given such term in the first recital above.

21. "Judicial Action" shall have the meaning given such term in Section XII.B of this Agreement.

22. "Losses" shall have the meaning given such term in Section XI.B of this Agreement.

23. "Low-Income Families" shall have the meaning assigned to it under 24. C.F.R. 92.2.

24. "Owner Investment Returned First" shall mean the recapture option defined under 24 C.F.R. 92.254(a)(5)(ii)(A)(4).

25. "Project" means all services and obligations provided by the CHDO pursuant to this Agreement and, with respect to a particular Unit, means the portion of such services and obligations applicable to the Unit.

26. "Right of first refusal" shall mean the CHDO's right to repurchase property for which the home owner received assistance from the Project.

27. "Right of First Refusal Agreement" shall mean a Right of First Refusal, Option to Purchase, and Agreement Regarding Distribution of Proceeds entered into among the County, the CHDO and a home owner.

28. "Section 3" shall have the meaning given such term in Section IX.H.1 of this Agreement.

29. "Suspension Notice" shall have the meaning given such term in Section X.A of this Agreement.

30. "Term of this Agreement" shall mean the period commencing on the Effective Date and terminating on August 31, 2015, unless sooner terminated as herein provided.

31. "Termination Date" shall have the meaning given such term in Section X.D.2 of this Agreement.

32. "Termination Notice" shall have the meaning given such term in Section X.B of this Agreement.

33. "Transaction Document" shall mean (i) each document delivered by CHDO to County pursuant to this Agreement and (ii) each agreement entered into by CHDO pursuant to this Agreement, including without limitation the Homebuyer Assistance Contract and the Right of First Refusal Agreement.

34. "Unit" shall have the meaning given such term in Section II.A.2 of this Agreement.

B. GENERAL

References in this Agreement to "Sections" and "Exhibits" shall be to the Sections and Exhibits of this Agreement, unless otherwise specifically provided. Where the context or construction otherwise requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa. The masculine shall include the feminine and neuter, and vice versa; and the present tense shall include the past and future tense, and vice versa.

SECTION II

PROJECT DESCRIPTION, SCHEDULE AND BUDGET

A. PROJECT DESCRIPTION

1. During the Term of this Agreement, County agrees to grant CHDO $297,429.90 utilizing FY 2008 & 2012 HOME funds for the Project, subject to the conditions of this Agreement.

2. During the Term of this Agreement, CHDO shall, pursuant to the terms of this Agreement, perform all professional, technical and construction services necessary to complete the construction, development and occupancy of a total number of five (5) of units of affordable housing (each, a "Unit") as follows:

Type of Unit	Total Area Area (Sq. ft.)
2 bedroom, 1 bath	720 sq ft
3 bedroom, 1 bath	864 sq ft
4 bedroom, 2 bath	1,152 sq ft

3. The Units will be located in the County of Hidalgo, Texas, and outside of the city limits of the cities of McAllen, Mission, Edinburg and Pharr.

4. CHDO will sell Units only to low-income families whose annual incomes, as calculated pursuant to 24 C.F.R. 92.203, qualify for assistance under the HOME Program, including without limitation pursuant to 24 C.F.R. 92.254.

5. CHDO will provide five (5) low-income (80% area median income and below), qualified buyers with homebuyer education, down payment assistance, general construction services and long-term flexible financing.

6. CHDO will target 5 families within 80% and below of the median income.

7. All work will be performed in essentially the manner proposed in the CHDO Proposal.

8. CHDO's services with respect to the Project include, without limitation, satisfaction of all CHDO obligations under this Agreement, including without limitation those set forth in Sections III, IV, V, VIII and IX hereof.

B. PROJECT SCHEDULE

1. CHDO agrees to complete the Project, as required by this Agreement, in accordance with the timetable set forth below:

Activity	Deadline
Environmental Review	September, 2014
Acquisition	September, 2014
Securing/Packaging Project Financing	July, 2014
Securing Pre-qualified Prospective Buyers	July, 2014
Homeownership Counseling	December, 2014
Construction Specifications and Cost Estimates	July, 2014
Construction Bids	August, 2014
Anticipated Draws	October, 2014
Construction Start	October, 2014
End Construction	August, 2015
Sign Sales Contract	August, 2014
Sale/Loan Closing	August, 2015

2. Without limiting the generality of Section XII.B, CHDO acknowledges and agrees that compliance with the schedule set forth in Section II.B.1, including timely completion of the work specified in this Agreement in order to complete units on the specified schedule, is an integral and essential part of CHDO's performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of Federal funds if such deadlines are not met. By the acceptance and execution of this Agreement, it is understood and agreed by CHDO that the Project will be completed as expeditiously as possible and that CHDO will make every effort to ensure that the Project will proceed

and will not be delayed. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of the HOME funds.

3. CHDO shall include appropriate provisions to be inserted into all contracts or subcontracts related to the Project to ensure the Project will be completed according to the schedule set forth in Section II.B.1.

4. In the event CHDO is unable to meet the above schedule because of delays resulting from acts of God, untimely review and approval by County and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by CHDO, County shall grant a reasonable extension of time for completion of the work. It shall be CHDO's responsibility to notify County promptly in writing whenever a delay is anticipated or experienced and to inform County of all facts and details related to the delay.

C. PROJECT BUDGET

1. County will make HOME Funds available to CHDO in the amount of set forth in Section II.A.1 for the implementation of the Project, subject to the terms and conditions of this Agreement. In addition, CHDO will leverage $ 185,147.00 in public and private financing for below-market mortgages for completion of the Project. Such funds will be allocated as follows:

	HOME Funds	Leverage Funds	Total Cost
Pre-Development	$	$	$
Acquisition	$	$ 67,500.00	$ 67,500.00
Construction	$ 247,429.90	$ 27,500.00	$ 274,929.90
Developer's Fee	$ 40,000.00	$	$ 40,000.00
Hard Costs	$	$	$
Soft Costs	$ 10,000.00	$ 90,147.00	$ 100,147.00

2. CHDO shall promptly provide a specific working budget to County incorporating and supplementing the information set forth in Section II.C.1, and identifying all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

SECTION III

CHDO'S WARRANTIES, REPRESENTATIONS AND OBLIGATIONS

The project shall be administered in accordance with, and CHDO shall comply with, the Act, including implementing federal regulations contained in 24 CFR Part 92; the CHDO Policies Manual and the CHDO Proposal. CHDO shall also perform all activities in accordance with the terms of Project Description (Section II.A), Project Schedule (Section II.B), Project Budget (Section I.C), Certifications ("Exhibit A"); and all other statements made by CHDO in its CHDO Proposal for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

A. AFFORDABILITY

The County will enforce the Recapture Policy as defined in Section IV.E of the CHDO Policies Manual in order to address the continued affordability of housing units acquired with HOME funds.

1. CHDO shall utilize the following documents:

    a. Homebuyer Assistance Contract,
    b. First and Second Lien Deeds of Trust,
    c. First and Second Lien Real Estate Notes, and
    d. Right of First Refusal Agreement,

    each in form satisfactory to County and based on the County forms, to address key recapture provisions such as affordability period, principal residency and transfer of title to property. All documents between the CHDO and the home buyer shall provide that the CHDO's rights transfer to County in the event the CHDO ceases operating as a CHDO under the HOME Program, merges with another entity (without the prior written consent of the County to continue this Agreement with such merged entity), terminates, dissolves, liquidates or its existence as an entity is otherwise forfeited. CHDO shall cause the Deeds of Trust and the Right of First Refusal Agreement to be promptly recorded in the real property records of the Hidalgo County Clerk and promptly return the original, recorded document to County. County shall also be given the original of any other agreement to which it is a party.

2. CHDO shall conduct principal residency verifications on Units throughout the duration of the affordability period.

3. CHDO shall utilize the HOME-Assisted Unit Tracking Report as a tracking mechanism for principal residency.

4. CHDO shall ensure that all or a portion of HOME funds are recouped should the unit cease to be the home owner's principal residence, dependant upon the type of loan the home owner has received. The CHDO must, to the extent allowed by applicable law, require the home owner repay the entire HOME funds as follows:

    a. If given a forgivable loan, the County will require that the entire HOME funds are returned.

    b. If the loan is amortized, the home owner will be liable to return the total HOME funds minus any HOME principle payments paid to date.

    All such funds shall be paid to the County.

5. CHDO shall ensure fulfillment of the *"Owner Investment Returned First"* recapture option by allowing the home owner to recover their full investment (the home owner's original downpayment plus principal payments the home owner made on the loan) from net proceeds in the event that there is a voluntary or involuntary transfer of title.

6. CHDO understands that it is the CHDO's obligation to ensure the County is paid the total amount of all funds that are to be recaptured.

7. CHDO shall have the *"right of first refusal"* to repurchase the property in case of voluntary or involuntary transfer of title, and shall use the Right of First Refusal Agreement, in form satisfactory to County and based on the County form, with all home owner's receiving assistance pursuant to the Program in order to secure such right.

8. CHDO shall not allow a loan payoff by the client before the affordability period is over and will only accept such transaction, which will be handled on a case by case basis, if there is an involuntary transfer of title.

9. CHDO shall clearly explain all affordability requirements as listed under this Section III.A.1-8 at loan closing and obtain an affidavit signed by the home buyer as evidence of the home buyer's understanding of and commitment to these obligations.

10. Unless otherwise specified in writing by County, County will take a lien on real property purchased by the CHDO for home ownership projects and/or liens on individual home buyer's property to secure the County's investment during the Affordability Period, which lien will be released following the end of the affordability period. CHDO shall not acquire any real property with funds obtained pursuant to this Agreement or subsequently transfer any such property to a home buyer without confirming whether the County will place a lien on the real property and, if so, executing and recording the appropriate lien documentation.

11. CHDO agrees that the County has the right to enforce the terms of this Agreement and the Transaction Documents to the maximum extent allowed by law.

B. LEGAL AUTHORITY

1. CHDO represents and warrants that CHDO possesses the legal authority to enter into this Agreement, to receive HOME Funds authorized by this Agreement, and to perform the services CHDO has obligated itself to perform hereunder.

2. Each person signing and executing this Agreement on behalf of CHDO, or representing themselves as signing and executing this Agreement on behalf of CHDO, does hereby represent, warrant and guarantee that such persons have been duly authorized by CHDO to execute this Agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.

C. SUBCONTRACTS

1. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this Agreement without obtaining County's prior written approval. CHDO shall only subcontract for performances described in this Agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by County, for each such proposed subcontract, and CHDO has obtained County's prior written approval, based on the information submitted, of CHDO's intent to enter into such proposed subcontract. CHDO, in subcontracting for any performances described in this Agreement, expressly understands that in entering into such subcontracts, County is not in any manner liable to CHDO's subcontractor(s).

2. In no event shall any provision of this Section, specifically the requirement that CHDO obtain County's prior written approval of a subcontractor's eligibility, be construed as relieving CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by CHDO. County's approval of subcontractor's eligibility under this Section does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section does not waive any right of action which may exist or which may subsequently accrue to County under this Agreement. County retains at all times the right to insist upon CHDO's full compliance with the terms of this Agreement.

3. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this Agreement.

4. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the Term of this Agreement.

D. DEBARRED CONTRACTORS

In accordance with the provisions of 24 CFR, Part 24, relating to the employment, engagement of services and awarding of contracts, CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD. In addition, County shall have the right to suspend or terminate this Agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

E. HOME PROGRAM

1. CHDO acknowledges and agrees that its performance of its obligations under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to County by CHDO, and the assurances and certifications made to HUD by County with regard to the operation of

the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this Agreement by the parties, it is agreed that performances under this Agreement are amended by the provisions of the HOME Program, any amendments thereto, and any policy directives that may be issued by HUD that serve to establish, interpret or clarify performance requirements.

2. It is understood that CHDO has certified that it is and will maintain Community Housing Development Organization status for the Term of the Agreement in accordance with 24 CFR 92. CHDO agrees to provide information as may be requested by County to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

3. All funds CHDO retains as CHDO Proceeds from this Project shall be used in compliance with 24 CFR 92.300(a)(2).

F. INSURANCE

1. Requirements. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirements in Exhibit B. A certificate to that effect will be provided to County at least ten (10) days prior to start of construction.

2. Notice to the County. CHDO shall require its insurance policies to provide that the HOME Manager of County or such other person designated by County in writing shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section III.F. The insurer shall be subject to approval by the County.

3. Compliance. Failure to maintain required insurance will be cause for the County to take control of the Units and will cancel any claim that CHDO may have to the use of the Units. CHDO shall provide County with certificates of insurance reflecting all coverages required in Exhibit B, and shall, upon request of County, promptly provide County with copies of the insurance policies.

4. Right to Re-evaluate and Adjust Limits. The County shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

G. SPONSORSHIP

CHDO agrees to acknowledge the sponsorship of the County at any event promoting the project or any other project sponsor. As such, CHDO shall give credit to County as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

H. LITIGATION AND CLAIMS

CHDO shall give County immediate notice of any Action, including any proceeding before an administrative agency filed against CHDO in connection with this Agreement or the HOME program and any claim against CHDO, the cost and expense of which CHDO believes it may be entitled to be reimbursed by County. Except as otherwise directed by County, CHDO shall furnish immediately to County copies of all pertinent papers received by CHDO with respect to such Action or other claim.

SECTION IV

DISBURSEMENTS

A. RELEASE OF FUNDS

1. County shall not release any funds for any costs incurred by CHDO under this Agreement until County has received certification (in the form attached hereto as "Exhibit C") from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this Agreement. CHDO understands and agrees that by the execution of this Agreement County shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from County, approval to perform such review.

2. Payments to CHDO hereunder consist of (a) reimbursement for actual expenses incurred or paid and (b) developer's fees.

B. REQUESTS FOR REIMBURSEMENT AND DEVELOPER'S FEES

County will provide funds under this Agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request reimbursement of funds under this Agreement until funds are needed for payment of eligible costs and in accordance with 24 CFR 92.206-208 and CHDO Policies Manual Section III. It is expressly understood and agreed by the parties hereto that payments under this Agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this Agreement. County reserves the right to recapture unexpended funds provided under this Agreement in the event County determines that CHDO will be unable to expend funds within the prescribed time as determined by County. County shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this Agreement.

1. Request for Reimbursement Submittals. The requests for reimbursement shall include an invoice and other supporting documentation for expenses incurred along with the County Request for Reimbursement cover sheet. For the purpose of expedience and in order to ensure that requests for reimbursement are processed the week that they are

delivered to the County, completed requests must be submitted no later than 12 noon on Tuesday of that week. Any request (or supporting documentation) received after the cut-off may be held for processing until the following week. Funds will be disbursed within thirty (30) days provided all required supporting documentation has been submitted. All such expenses shall be in conformance with 24 C.F.R. 92.206 and applicable HUD disbursement requirements.

2. Inspections. When a request is submitted indicating that a unit is at 50% and/or 100% complete, County will perform an inspection on the unit in order to confirm the applicable completion threshold needed to process the payment. County will also accept as confirmation a Certificate of Occupancy or inspection report from a certified inspector indicating the completion threshold. Payment will not be made unless the applicable completion threshold is confirmed as provided herein.

3. Developer's Fees. When applicable, the County will allow for the payment of developer's fees in order to ensure completion of specific project milestones. This fee will only be payable if it has been negotiated and agreed in writing between the County and the CHDO prior to acquisition of the property on which the CHDO will construct the unit. With respect to any unit, progress payments of developer's fees will not exceed the cumulative maximum percentages of total developer's fees listed below. The request for payment must include appropriate documentation that justifies the payment for services rendered and will be paid according to the following schedule:

Milestone	Documentation	Max. Cumulative Developer's Fee %
Acquisition Closing	Settlement Statement	25%
50% Construction Complete	50% Passed - Inspection Report	50%
100% Construction Complete	100% Passed – Inspection Report/ Certificate of Occupancy	75%
Home Buyer Loan Closing	Settlement Statement and Final Property Development Budget	100%

If multiple projects or units are involved, and the parties have so agreed in writing, the developer's fee may be pro-rated to each building or project, and the applicable percentage may be applied to each.

4. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community

Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

5. County reserves the right to inspect records and project sites to determine that reimbursement and developer fee requests are reasonable. County reserves the right to hold payment until adequate documentation has been provided to and reviewed by County.

SECTION V

REPORTING REQUIREMENTS

CHDO shall submit to County such reports on the operation and performance of this Agreement as may be required by County including but not limited to the reports specified in this Section V. In addition, CHDO shall provide County with all reports necessary for compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the CHDO Policies Manual Section VII. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to County in a timely and satisfactory manner any report or supporting documentation required by this Agreement, County may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If County withholds such payments, it shall notify CHDO in writing of its decision. Payments withheld pursuant to this paragraph may be held by County until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.

A. PRELIMINARY DOCUMENTATION

Before the CHDO is able to begin construction of a unit, a Preliminary Project Summary must be submitted to the County for project level approval. The Preliminary Project Summary will include the following documents:

1. The Estimated Project Development Budget includes all anticipated costs and funding sources for the development of the project.

2. Along with the Estimated Project Development Budget, the CHDO shall submit all documentation utilized to determine home buyer eligibility as follows:

    a. CHDO Board Approval of Home Buyer
    b. Conflict of Interest Affidavit
    c. Part 5 Income Calculation Sheet
    d. Current Check Stubs (last three consecutive months) OR Verification of Employment
    e. Self Employment Earnings Documentation (if applicable)
    f. Unemployment Letter (if applicable)
    g. Child Support Benefits Letter (if applicable)

h. Social Security and/or Disability Benefits Award Letter (if applicable)
i. Copy of Bank Statements – (Checking Account, last six consecutive months or Savings account, most recent month) OR Verification of Assets on Deposit (if applicable)
j. Recorded Divorce Decree (if applicable)
k. Identification Card (DL/SSN/BC)
l. Purchase Order Request Letter
m. Commitment Letter to Home Buyer
n. Copy of Loan Application
o. Good Faith Estimate
p. Underwriting Worksheet
q. Builder's Contract/Plans & Specs
r. Homebuyer Class Certificate

While not every item in this Section V.A.2 will be applicable to each home buyer, the CHDO must submit all documents that are applicable to the particular home buyer.

B. PROJECT DEVELOPMENT

County will track the development of each individual project by assessing requests for reimbursements, processing of developer's fees payments and inspections. CHDO shall promptly provide all documentation required by County hereunder.

C. FINAL DOCUMENTATION

Once construction of the unit is complete, CHDO shall provide County with the Final Project Summary, which will include the following:

1. The Final Project Development Budget, including actual costs and funding sources for the completion of the project. This worksheet will identify the total direct and development subsidies, which will allow for the calculation of the project's affordability period.

2. The CHDO Proceeds Calculation form.

3. Home Buyer Information, including information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit.

4. Home Buyer Closing Documents. Once the sale of the unit has occurred, CHDO shall submit final closing documents, including the following:

    a. Homebuyer Assistance Contract
    b. Final Appraisal Report
    c. Copy of Recorded 1st and 2nd Lien Deeds of Trust
    d. Copy of 1st and 2nd Lien Real Estate Note

e. Copy of Settlement Statement
f. Copy of Truth-in-Lending Disclosure
g. Final 100% Inspection Report OR Certificate of Occupancy
h. Copy of Home Owner's Insurance
i. Copy of Recorded Right of First Refusal Agreement
j. Any other documents required by County

D. ANNUAL REPORTS

Assisted Unit Tracking Report. CHDO shall submit the Assisted Unit Tracking Report to the County no later than fifteen (15) calendar days past the County fiscal year ending date (June 30th). This report is comprised of the following two sections listing all County funded units that are within their specified affordability period and have generated or are currently generating CHDO proceeds.

1. Affordability and Principle Residency. This section of the report will provide detailed information regarding unit occupancy for the purpose of tracking affordability and principle residency compliance.

2. CHDO Proceeds. This section of the report will include unit proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.).

E. CHDO PROCEEDS

The HOME Final Rule, 24 CFR 92.300(a)(2), allows County the option of permitting CHDOs to retain any "proceeds" resulting from the CHDO's investment of its CHDO set-aside funds or requiring the CHDO to return these proceeds to the participating jurisdiction – which will be categorized as program income. CHDO Proceeds include, but are not limited to, the permanent financing of a CHDO project which is used to pay off a CHDO financed construction loan; the sale of CHDO developed homeownership housing; the principal and interest payments from a loan to a buyer of CHDO developed homeownership housing. All CHDO Proceeds shall be retained by the CHDO; such CHDO Proceeds, however, must be re-invested by CHDO and applied towards housing activities for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects in accordance with the Act and applicable regulations. The CHDO shall submit CHDO Proceeds reports as described within Sections V.C.2 & V.D.2.

SECTION VI

COUNTY'S OBLIGATIONS

1. In consideration of full and satisfactory performance of CHDO's obligations pursuant to this Agreement, including without limitation the activities referred to in Section II.A., County shall make payment under the grant for the actual and reasonable costs

incurred by CHDO during the Term of the Agreement rendered under this Agreement by CHDO, subject to the limitations set forth in this Section VI.

a. It is expressly understood and agreed by the parties hereto that County's obligations under this Section VI are contingent upon the actual receipt of adequate federal funds to meet County's liabilities under this Agreement. If such adequate funds are not available to make all payments under this Agreement, County shall notify CHDO in writing within a reasonable time after such fact is determined, and County may then terminate this Agreement and will not be liable for failure to make payments to CHDO under this Agreement.

b. County shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which have been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other than County.

c. County shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206, the CHDO Policies Manual or pursuant to this Agreement. Funds provided under this Agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.

d. County shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this Agreement.

e. County shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement of this Agreement or after termination of this Agreement.

f. County shall not be liable to grant CHDO money for any costs incurred by CHDO for any unit that exceeds the per-unit subsidy dollar limitation established under Section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)).

2. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by County under this Agreement shall not exceed the sum of $ 297,429.90.

SECTION VII

PRICE ADJUSTMENTS

A. PROCEDURE FOR REQUESTING PRICE ADJUSTMENTS

In the event CHDO desires a price adjustment during a period of national crisis and unstable economic conditions, which lead to unforeseen price increases elevating costs of goods and

services contracted on an annual basis, the following procedure will be used to mediate price volatility:

1. CHDO may request price adjustments for contracts entered into by CHDO and a supplier in connection with the Project, by providing a written request to the County's Purchasing Agent. Such written request must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document, and be accompanied by a certified copy of the supplier's advisory or notification to CHDO of the price changes.

2. CHDO must, at its sole cost and expense, include the County's Purchasing Agent on the mailing lists for publications that support the CHDO's request for the price adjustment so that the Purchasing Agent can monitor the price changes.

3. In making a determination on a request for price adjustment, the County's Purchasing Agent may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract. The County's Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of County.

4. No price increase will be authorized in excess of the amount of the increase referred to in the supplier's notice to CHDO and the total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

5. County may only grant a price increase if the evidence presented is deemed reliable by County, in County's sole discretion. In the event County allows a price increase, the approved price change shall be honored for all orders received by CHDO or the supplier after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at the time of the price change.

B. TIME FRAME 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 CHDO notifies 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 CHDO 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's Purchasing Agent shall have sole discretion whether to grant the price increase extension. The County shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to CHDO at any time upon written notice from County to CHDO demonstrating justification for such reduction, elimination or extension of the price adjustment.

C. ALLOWABLE REVIEW PERIODS

Price adjustment reviews may only be requested by CHDO on a quarterly basis. However, County may, at its own discretion, conduct temporary price adjustment reviews at any time. The County's Purchasing Agent and/or the County's Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice to CHDO and during normal business hours.

D. PRICE REDUCTION

CHDO shall notify County at the time when the CHDO's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this Agreement shall be reduced accordingly. Failure by the CHDO to notify the County of a decrease in costs for items and/or supplies for which the CHDO was granted a price adjustment, may result in immediate termination of this Agreement and County shall not be obligated to pay CHDO the difference between the contract price and the price adjustment.

SECTION VIII

RECORDS, MONITORING AND AUDITING

A. RETENTION AND ACCESSIBILITY OF RECORDS

1. CHDO shall maintain records of the receipt, accrual, and disposition of all CHDO Proceeds as required for all funds under this Agreement.

2. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by County.

3. CHDO shall give the County, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this Agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.

4. All records pertinent to this Agreement shall be retained by CHDO for five years following affordability period, completion of construction or of submission of the final closeout reports, whichever is later, with the following exceptions:

    a. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

b. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years.

c. Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

5. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 552.

6. CHDO shall include the substance of Section VIII.A.2-5 in all subcontracts.

B. MONITORING

The County reserves the right to carry out field inspections to ensure compliance with the requirements of this Agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, County shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X.A & X.B of this Agreement.

C. AUDITING

1. Unless otherwise directed by County, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject of the following conditions and limitations:

   a. CHDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the CHDO Policies Manual for any of its fiscal years included within the term of this Agreement in which CHDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

   b. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.

c. CHDO may utilize funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by County under this Agreement, provided, however, that County shall not make payment for the cost of such audit services until County has received such audit report from CHDO.

d. Unless otherwise specifically authorized by County in writing, CHDO shall submit the report of such audit to County within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the tem of this Agreement. Audits performed during this Agreement period are subject to review and resolution by County or its authorized representative.

e. As part of its audit, CHDO shall verify expenditures made according to Section II.C.

2. County reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. CHDO agrees to permit County or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. CHDO shall provide an annual audit to County of funds received in performance of this Agreement.

3. CHDO understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement, which includes audits by County and by HUD. CHDO further understands and agrees that reimbursement to County of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this Agreement.

4. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section VIII.C as County may require of CHDO.

5. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION IX

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

CHDO agrees, covenants and warrants that CHDO will comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations relating to this Agreement and the Project ("Applicable Laws"), including, but not limited to, the Act, 24 C.F.R. Part 92, and any other Applicable Laws referenced in this Agreement and this Section IX.

A. FAITH-BASED ACTIVITIES

In the event that CHDO can be considered a religious or faith-based organization, CHDO shall comply with the provisions of 24 C.F.R. 92.257.

B. FAIR HOUSING

CHDO shall administer the HOME Funds in a manner that provides housing that is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d—2000d-4), the Fair Housing Act (42 U.S.C. 3601 *et seq.,* E.O. 11063 (3 C.F.R., 1959-1963 Comp., p. 652), Age Discrimination Act of 1975, as amended (42 U.S.C. 6101—6107), 24 C.F.R. 5.105(a), and HUD regulations issued pursuant thereto; and that promotes greater choice of housing opportunities.

C. NON-DISCRIMINATION

In the selection of occupants for Units, CHDO shall comply with all non-discrimination requirements of 24 C.F.R. 92.350.

D. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

CHDO shall comply with the Uniform Federal Accessibility Standards set forth in 24 C.F.R., Part 40, Appendix A. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

E. AFFIRMATIVE MARKETING

1. CHDO shall adopt and submit for County's approval, no later than thirty (30) days following the Effective Date of this Agreement affirmative marketing procedures and requirements for the purpose of providing information and otherwise attracting eligible persons in the housing market area to the Units without regard to race, color, national origin, sex, religion, familial status or disability. Such affirmative marketing procedures and requirements must comply with 24 C.F.R. 92.351 and must include:

    a. methods the CHDO will use for informing the public and potential home buyers about Federal fair housing laws and the County's and CHDO's affirmative marketing policy.

    b. CHDO's advertisement of any vacant Units, any press releases and any written communications to fair housing and other groups, must include the Equal Housing Opportunity logotype or slogan. Advertising media used by CHDO may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window.

c. Procedures to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach, which procedure may include use by CHDO of community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

d. Records to be kept by CHDO describing the actions taken by CHDO to affirmatively market the Units in accordance with this Section IX.E. and records to assess the results of these actions.

e. CHDO maintaining a file containing all marketing efforts, including, but not limited to, copies of newspaper ads, memos of phone calls, copies of letters and all records pursuant to Section IX.E.1.d., all of which will be available for inspection by County. CHDO acknowledges County will inspect the records at least annually.

f. CHDO maintaining a listing of all home buyers residing in each Unit for five (5) years after the Project completion date or for such longer period as is provided herein.

g. A description of how CHDO will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing procedures and requirements are not met.

2. CHDO shall comply with the affirmative marketing procedures and requirements adopted pursuant to 24 C.F.R. 92.351 and Section IX.E.1. County will assess the CHDO's efforts during marketing of the Units by use of (i) compliance certifications to be provided by CHDO to County at least annually, such certifications to be in the form and substance required by County; and (ii) monitoring visits by County to the Project at least annually. In the event CHDO fails to follow the affirmative marketing procedures and requirements, corrective actions by County shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions as County may deem necessary, in County's sole discretion.

F. EQUAL EMPLOYMENT OPPORTUNITY

1. CHDO shall comply with Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: 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. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the County setting forth the provisions of this nondiscrimination

clause. Such notices shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements in all of its contracts for the Project, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for the Project.

2. CHDO will send to each labor union or representative of workers with which CHDO has a collective bargaining agreement or other contract or understanding, a notice to be provided by County, advising the labor union or worker's representative of the CHDO's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. CHDO will, in all solicitations or advertisements for employees placed by or on behalf of CHDO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

4. CHDO will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. CHDO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event CHDO is found to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CHDO may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. CHDO will include the provisions of Sections IX.F.1 through IX.F.6 in every contract, subcontract or purchase order relating to the Project, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor or vendor. CHDO will take such action with respect to any contract, subcontract or purchase order as County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CHDO becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by County, CHDO may request the United States to enter into such litigation to protect the interest of the United States.

G. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CHDO shall comply with the requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637. CHDO shall collect data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME Funds. This data should indicate which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

H. LABOR, TRAINING AND BUSINESS OPPORTUNITY

CHDO shall comply with Federal regulations governing training, employment and business opportunities as follows:

1. It is agreed that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the area of the project.

2. CHDO will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD and set forth in 24 Code of Federal Regulations and all applicable rules and orders of HUD issued thereunder and any and all applicable amendments thereto made prior to the Effective Date of this Agreement or during the Term of this Agreement. CHDO certifies that CHDO is under no contractual or other disability which would prevent CHDO from complying with these requirements.

3. CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. CHDO will include the provisions of this Section IX.H in every contact and subcontract for work in connection with the Project and will take appropriate action pursuant to the contract or subcontract upon a finding that the contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, in 24 Code of Federal Regulations. CHDO will not contract or subcontract with any contractor or subcontractor where CHDO has notice or knowledge that such contractor or subcontractor has been found in violation of regulations under 24 Code of Federal Regulations and will not let any contract or subcontract unless the contractor or subcontractor has first provided CHDO with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract or subcontract shall be a condition of the federal financial assistance provided to the Project, and a continuing condition binding upon CHDO for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations and any and all applicable amendments thereto.

I. DAVIS BACON AND RELATED ACTS

CHDO shall ensure that any contract for construction of housing that includes 12 or more dwelling Units will contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5) to all laborers and mechanics employed in the development of any part of the housing and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333) and applicable regulations. Construction contractors and subcontractors, must comply with regulations issued under these acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

J. CONFLICT OF INTEREST

No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's, employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section IX.J. Exceptions to the provision are allowed; provided, however, they must meet the requirements of 24 CFR Part 92.356(d).

K. FLOOD DISASTER PROTECTION

1. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the HOME Funds granted to CHDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said act; and the use of any of HOME Funds for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said act.

2. Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

M. ENVIRONMENTAL REQUIREMENTS

1. CHDO shall comply with all applicable environmental laws and regulations in fulfilling its obligations hereunder.

2. Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from HUD under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

3. CHDO will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and understands that the violation of this provision may result in the denial of any funds under the Agreement.

N. SITE AND NEIGHBORHOOD STANDARDS

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. CHDO must assure that unit design specifications and necessary inspections of each unit are conducted to meet compliance requirements. File documentation must demonstrate compliance.

O. LEAD-BASED PAINT HAZARDS

Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by County or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

P. RELOCATION, DISPLACEMENT AND ACQUISITIONS

CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

Q. COST PRINCIPLES

CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 C.F.R. Part 84: §§ 84.2, 84.5, 84.13 through 84.16, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 C.F.R. 92.505(b).

R. POLITICAL ACTIVITY

1. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at Texas Government Code Section 87000, *et seq.*). CHDO will promptly advise County of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

2. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity

to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

3. Participants employed in the administration of County's programs funded by HOME or other Federal funding, and participants whose principal employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

4. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress.

S. MISCELLANEOUS

1. CHDO shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

2. CHDO shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented by applicable regulations (29 CFR Part 3), as amended. CHDO shall include the requirement the to comply with such provisions in every nonexempt subcontract and shall enforce the requirements as may be required by federal, state or local government.

SECTION X

SUSPENSION AND TERMINATION OF THIS AGREEMENT

A. SUSPENSION AND TERMINATION DUE TO DEFAULT

In the event CHDO fails to materially comply with any terms, covenants or provisions of this Agreement (a "Default"), County may, pursuant to 24 CFR 85.43 and this Section X.A, suspend this Agreement and withhold the award of HOME Funds to CHDO, by providing CHDO with written notice of such suspension (the "Suspension Notice"), until CHDO remedies such Default within the time and in the manner set forth in the Suspension Notice.

B. TERMINATION DUE TO DEFAULT

If a Default occurs or if CHDO fails to remedy a Default within the time and in the manner set forth in the Suspension Notice, County may, pursuant to 24 CFR 85.43 and this Section X.B, terminate this Agreement, by providing CHDO with written notice of such termination (the "Termination Notice"). The Termination Notice shall set forth the effective date of the

termination of this Agreement, such date to be at least thirty (30) days following the date of Termination Notice.

C. TERMINATION FOR CONVENIENCE

Pursuant to 24 C.F.R. 85.44, this Agreement may be terminated by mutual agreement of County and CHDO, in which event the parties will mutually agree on the effective date of the termination of this Agreement.

D. REVERSION OF ASSETS

Upon termination of this Agreement pursuant to Sections X.B or X.C hereof, or, with respect to Section X.D.3, at the expiration of the Term of this Agreement:

1. all HOME Funds awarded by County pursuant to this Agreement shall be immediately revoked and any approvals by County related to the Project shall immediately be deemed revoked and canceled;

2. CHDO shall be entitled to receive compensation for services provided, and costs incurred, prior to the effective termination date of this Agreement (the "Termination Date"), but not on or after the Termination Date; and

3. all HOME Funds remaining in CHDO's possession as of Termination Date and all accounts receivable payable to CHDO attributable to the use of HOME Funds awarded to CHDO pursuant to his Agreement and attributed to periods following the Termination Date shall be delivered by CHDO to County within seven (7) business days following the Termination Date.

E. ADDITIONAL REMEDIES

In the event the County determines CHDO is in Default, County may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by CHDO (or any contractor or subcontractor) or take more severe enforcement action against CHDO;

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 partly suspend or terminate the current Agreement for CHDO;

4. Withhold further HOME Funds from the CHDO, or

5. Take other remedies that may be legally available.

SECTION XI

RELEASE AND INDEMNIFICATION

A. RELEASE

CHDO hereby releases County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns from all claims and liabilities arising out of, resulting from, or relating to the Project, this Agreement or any other Transaction Document.

B. INDEMNIFICATION

CHDO shall indemnify, defend and save and hold County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns (collectively, the "County Indemnitees"), harmless against, and shall reimburse the County Indemnitees for, any damages, liabilities, losses, awards, judgments, assessments, fines, sanctions, penalties, charges, costs, and reasonable attorneys' fees (collectively, "Losses") incurred in connection with any claim, dispute, governmental investigation, inquiry, citation, suit, action, arbitration, legal, administrative or other proceeding of any nature, criminal or civil, at law or in equity (collectively, "Action"), arising out of, resulting from, or relating to, (i) any breach of any representation or warranty of CHDO contained in this Agreement or any other Transaction Document; (ii) any breach or default in the performance of any covenant or agreement of CHDO contained in this Agreement or any other Transaction Document; and (iii) any Action related to the Project, including, but not limited to, the construction, design, development and occupancy of the Project. Notwithstanding anything herein to the contrary, CHDO shall not be obligated to indemnify the County Indemnitees for any losses incurring in connection with any Action arising out of, resulting from, or relating to the gross negligence or intentional misconduct of County Indemnitees.

C. PROCEDURE

Promptly after CHDO receives notice of any Action that is subject to indemnification under this Section XI, CHDO shall give the County written notice of such Action and the details thereof, including copies of all relevant information and documents and, if then known, the amount or method of computation of the amount of Losses relating to the Action. The County Indemnitees will be entitled, at the sole expense and liability of CHDO, to exercise full control of the defense, compromise or settlement of any such Action.

SECTION XII

MISCELLANEOUS PROVISIONS

A. NOTICE

Any notice from one party to the other must be in writing and shall be sufficiently given or made if hand delivered against a written receipt, forwarded by a reputable overnight courier or mailed by United States mail, postage prepaid, by certified mail, return receipt requested, and addressed:

If to CHDO: Proyecto Azteca
Attn: Ann W. Cass, Executive Director
P.O. Box 27
San Juan TX 78589

If to County: County of Hidalgo
Urban County Program
Attention: Diana R. Serna, Director
427 E. Duranta Ave, Suite 107
Alamo TX 78516

Any notice forwarded by an overnight courier shall be deemed to have been given on the next business day following the day on which it was forwarded. Any notice mailed shall be deemed to have been given on the third business day following the day on which it was mailed. Either of the parties hereto may at any time give notice in writing to the other of any change of address and thereafter all notices shall be mailed to the new address.

B. TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Agreement, if any.

C. INTEGRATION

This Agreement and the agreements and documents referred to herein (including the exhibits hereto) contain the entire agreement and understating of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. There are no other agreements between or among the parties other than those set forth in this Agreement and the agreements and documents referred to herein. This Agreement includes the following exhibits:

Exhibit A Certification Regarding Lobbying for Agreements, Grants, Loans and Cooperative Agreements.
Exhibit B Insurance Requirements
Exhibit C Affidavit of Standards for Financial Management
Exhibit D CHDO Proposal

D. FURTHER ASSURANCES

CHDO shall execute and deliver all documents and instruments and shall do any and all acts and things reasonably requested by County (a) in connection with the performance of the obligations undertaken by CHDO under this Agreement; (b) to perfect and evidence the transactions contemplated by this Agreement; and/or (c) otherwise to effectuate in good faith the intent of the parties and the purposes of this Agreement.

E. MODIFICATIONS AND AMENDMENTS

1. Except as provided in Section XII.E.2, this Agreement may not be amended modified or amended, in whole or in part, unless such amendment or modification is executed in writing by both parties.

2. Except as otherwise required by applicable law, any modifications or amendments to this Agreement which are required by amendments in applicable federal laws, rules, regulations (including, but not limited to, the Act and the regulations promulgated under the Act), and/or policy directives issued by HUD in connection with the HOME Program (collectively, the "Applicable Law Amendments"), are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by the Applicable Law Amendments. County or CHDO may require that written modification or amendments be made to this Agreement to reflect the Applicable Law Amendments. Notwithstanding anything herein to the contrary, the Applicable Law Amendments shall not modify or amend this Agreement so as to the release County of its obligations set forth in Section VI hereof that accrue prior to the effective date of the Applicable Law Amendments.

F. ASSIGNMENT

This Agreement and the rights, duties and obligations hereunder may not be transferred or assigned by CHDO, whether by merger, consolidation, reorganization, dissolution, operation of law or otherwise without the prior written consent of County. Any attempted transfer or assignment without the County's consent shall be void. Subject to the foregoing, this Agreement and the provisions hereof shall be binding on the parties and their respective permitted successors and permitted assigns.

G. THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto, and their respective successors and permitted assigns. Except with respect to Section XI above with respect to the County

Indemnitees, 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 successors and permitted assigns.

H. RELATIONSHIP OF THE PARTIES

The relationship of the parties is that of independent contractor. The parties are not, by virtue of this Agreement or otherwise, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent to any other persons, or to assert in any other form or forum to the contrary. Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.

I. REMEDIES AND WAIVER

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time. 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.

J. CONSTRUCTION

1. 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.

2. 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.

3. Titles and headings of sections in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

4. The recitals set forth in this Agreement are acknowledged by the parties to be true and correct and are incorporated herein by reference for all purposes.

K. GOVERNING LAW

This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

L. JUDICIAL ACTION

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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COUNTY:

COUNTY OF HIDALGO

By: Diana R. Serna
Its: Director

CHDO:

Proyecto Azteca

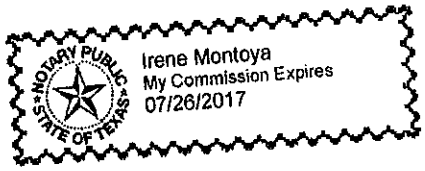
By: Ann W. Cass
Its: Executive Director

Approved as to form by Steve Crain, Hidalgo County Attorney: September 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on June 19, 2014, by Diana R Serna, as Director of the Urban County Program of County of Hidalgo, a political subdivision of the State of Texas, on behalf of said political subdivision.

NOTARY PUBLIC, State of Texas
NAME: Irene Montoya
My Commission Expires: 7-26-17



STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on June 19, 2014, by Ann W. Cass, as Executive Director of Proyecto Azteca, a Texas nonprofit organization, on behalf of said nonprofit organization

NOTARY PUBLIC, State of Texas
NAME: Irene Montoya
My Commission Expires: 7-26-17

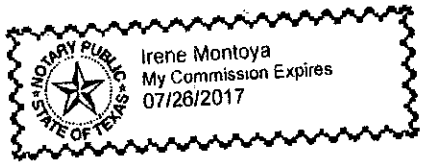


EXHIBIT A

Certification Regarding Lobbying for
Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Agreement, grant loan, or cooperative Agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subAgreements, subgrants, and Agreement under grants, loans and cooperative Agreements) and that CHDOs certify and disclose accordingly.

This certification is material representation of fact 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 31 U.S.C. § 132. 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.

Signed: Ann K. Carr
Director

6/19/14
Date

EXHIBIT B

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be excess of CHDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and County both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post Agreement coverage") and any extensions thereof. CHDO may maintain the required post Agreement

coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post Agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

County of Hidalgo
Urban County Program
427 E. Duranta Ave, Suite 107
Alamo, TX 78516

Exhibit D

CHDO Proposal

Exhibit C

Hidalgo County Urban County Program

Community Housing Development Organization (CHDO) Certification

Affidavit of Standards for Financial Management Systems

Date: June 17, 2014

Affiant: Ann W. Cass

Recipient: Hidalgo County – Urban County Program

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: Ann W. Cass

Title: Executive Director

Subscribed and sworn before me on the 19 day of June, 2014,

by Ann W. Cass, on behalf of Proyecto Azteca.

Notary Signature

My commission expires: 7-26-17

Seal:

NOTARY PUBLIC STATE OF TEXAS
Irene Montoya
My Commission Expires
07/26/2017

AI-51085 **Urban County** **16. E.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authority for Hidalgo County Urban County Program to migrate our existing accounting software Fundware (Blackbaud) to the Financial Edge software which is a web-based solution developed, sold and supported by Blackbaud. The Financial Edge utilizes the current market standard and readily supported technologies, and Fundware software will no longer be upgraded. Blackbaud is the sole owner of any and all intellectual property related to the software program listed above and is the sole provider for related training and consulting services. Total data conversion cost including training and implementation is $17,495.00 and the annual subscription fee for each three (3) period is $3,992.20.

BACKGROUND

Hidalgo County Urban County Program last upgrade was in 2006 from Fundware 5.8 to Fundware 7.6. Blackbaud purchased Kintera (Fundware's previous owner) in 2008, and the company has converted over 400 Fundware customers to the Financial Edge since acquiring the software. This has allowed Blackbaud to streamline the conversion process and to allow the minimal amount of downtime possible, thus, reducing cost to Hidalgo County Urban County Program.

Fiscal Impact

Attachments

Financial Software

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:11 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Sandra Regalado		Started On: 08/26/2015 05:09 PM

Final Approval Date: 09/11/2015

- Alternative actions Options
  - Someone else should sign
  - I will not e-sign
  - Clear document data

dalgo Urban County Program - Financial Edge Contract

Next required field Next Required
2

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Order Form

The fees and terms quoted in this Order Form ("Order Form") are valid until 9/30/2015. This Order Form and the purchases set forth herein are subject to and governed by the Blackbaud Solutions Agreement available at https://www.blackbaud.com/files/BlackbaudSolutionsAgreement.pdf and by signing this Order Form you agree to be bound by the Blackbaud Solutions Agreement(s).

Client Information

Issued to: Hidalgo Urban County Program	**Bill to:** Hidalgo Urban County Program
Mailing address: 427 E Duranta Ave Ste 107 Alamo, TX 78516	**Billing address:** 427 E Duranta Ave Ste 107 Alamo, TX 78516
Principal contact: Francisco Martinez	**Billing contact:** Francisco Martinez
Principal contact email: francisco.martinez@co.hidalgo.tx.us	**Billing contact email:** francisco.martinez@co.hidalgo.tx.us
Client Site ID No.: 31710	**Order Form No.:** Q-00087830
Net Terms: NT15	**Account Executive:** Natalie Phillips

Order Summary

	Year 1	Year 2	Year 3+	Total
Software	$0.00	$0.00	$0.00	$0.00
Subscriptions	$3,992.20	$3,992.20	$3,992.20	$11,976.60
Services	$14,495.00	$0.00	$0.00	$14,495.00
Training	$3,000.00	$0.00	$0.00	$3,000.00
Maintenance	$0.00	$0.00	$0.00	$0.00
Total Fees	**$21,487.20**	**$3,992.20**	**$3,992.20**	**$29,471.60**

Discounts have been reflected in the order summary above, equaling a total sum of $(5,987.40)

Signatures

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives.

AGREED :

Client : **Hidalgo Urban County Program**	**Blackbaud Authorized Signature**
By :	Kevin Mooney
Name :	Name: Kevin Mooney
Title :	Title: President, General Markets Business Unit
Date : (*Effective Date)	Date: 8/25/2015

Click here to sign
Enter your job title
August 25, 2015

All proposed modifications, variations, edits, or additions to this Order Form are objected to and deemed material unless otherwise mutually agreed to in writing.

Subscriptions

Type	Monthly List Price	Adjusted Price	Annual Fees	UoM/Qty	Term Length (months)	Total Fees	Billing
FE:NXT Pro Subscription Offer	$499.00	$332.68	$3,992.20	User/1	36	$11,976.60	Annual
Subtotal*						**$11,976.60**	

Services

Type	List Price	UoM/Qty	Total Fees	Billing
GL Detail Import for FE (2 years)	$1,800.00	Each/1	$1,800.00	100% upon completion
Financial Edge Consulting Service FPE	$12,695.00	Each/1	$12,695.00	100% upon completion
Subtotal*			**$14,495.00**	

Training

Type	List Price	Annual Fees	UoM/Qty	Term Length (months)	Total Fees	Billing
Learn: The Financial Edge More	$250.00	$3,000.00	User/3	12	$3,000.00	Annual
Subtotal*					**$3,000.00**	

General Terms

Fees are in **USD**

Our records indicate that you are Tax Exempt. You will not be charged sales tax on your orders as long as your exemption certificate has not expired. If it has expired, send the new certificate to: SalesTaxExemptCertificates2@blackbaud.com.

Processing of online financial transactions through the Blackbaud offerings purchased on this Order Form is subject to and governed by the http://www.blackbaud.com/files/bbms/bbpstc.pdf and by signing this Order Form you agree to be bound by the BBPS Addendum.

The services to be provided are described in the accompanying Statement of Work. Additional Operating Guidelines and General Assumptions applicable to your Statement of Work can be found at https://www.blackbaud.com/files/sow/BlackbaudProfessionalServicesGuidelinesandAssumptions.pdf.

The subscription charges listed on this Order Form are for this purchase only. If you currently receive a subscription from Blackbaud, the above charges may be added to those and prorated to coincide with your current maintenance renewal date.

The term of your Subscription commences on the day you execute this Order Form and continues for the duration set forth in the applicable line item above. Subscriptions are billed according to the schedule set forth above.

Your Blackbaud Learn® subscription includes access to self-paced training and specific instructor-led online for everyone at your organization. Instructor-led training is available in the Learn More and Learn Everything subscription tiers only. Classes have minimum attendance requirements and may be rescheduled if those requirements are not met. Please check course schedules frequently. Blackbaud may cancel scheduled classes up to ten (10) days prior to the schedule start of the class for instructor–led classroom training classes and up to three (3) days prior to the scheduled start of the class for instructor-led online training classes. In most instances, a minimum of five (5) attendees per class are required for a class to be held. All available seats are distributed on a first come first served basis. Cancellations, last-minute schedule changes, and no-shows are subject to a fee. Please see our cancelation policy at https://www.blackbaud.com/nonprofit-training/help/cancellation-policy. This is a renewable subscription which is billed annually in advance. The term of your subscription commences on the day you execute this ATP and continues for the duration set forth in the applicable line item above.

A description of the services provided for our Hosting and Software as a Service solution is available at http://www.blackbaud.com/files/maint/HostingSaaSDescription.pdf. As part of this subscription Blackbaud will provide default storage space as outlined in the Hosting/SaaS Description for each application operated from the Blackbaud data center. Should you need to exceed this allocation for any of the applications operated by Blackbaud, additional space may be purchased in 5 GB increments for a fee of $1200 per annual period.

Scopes of Work

GL Detail Import for FE (2 years)	www.blackbaud.com/files/sow/ACSFE2GLHISTFPE2YearGLDetailSOWv2.pdf
Financial Edge Consulting Service FPE	See Attached Scope of Work

1.1 The Financial Edge NXT Pro Implementation

The Financial Edge NXT is a centralized, standardized financial management system that will help improve internal controls, accurately report on complex information, and demonstrate accountability of funding sources, both public and private. The goal of this project is to ensure the successful implementation of **The Financial Edge NXT**.

1.2 Project Approach

The following describes the implementation approach for **The Financial Edge NXT**. For additional information please visit our Implementation Portal.

Project Approach		
Phase	**Purpose**	**Overview of Tasks**
Prepare	To ensure a shared understanding of the goals, plan the project implementation, and determine the timeline.	• Hold a project kick-off call • Distribute a pre-consultation survey • Confirm the agenda for the project work • Schedule users for product training • Establish a project timeline • Provide import templates and instructions on populating import templates from source data system[1]
Review	To discuss the high-level business requirements and current business processes and determine how best to configure the system.	• Discuss Chart of Accounts design including projects, grants, and endowments • Discuss General Ledger fund structure • Discuss General Ledger closing methods • Discuss query and reporting needs and obtain sample reports from you
Configure	To configure **The Financial Edge NXT** based on areas discussed during the Review phase.	Configure the following Functional Areas: • Application Hosting Configuration • System Configuration and Administration • Core Functional Configuration • Supporting Module Configuration See Functional Areas section for specific tasks associated with these configuration areas.

[1] You are responsible for extracting data from legacy system and for populating the templates. You will verify accuracy of populated template prior to importing with the Blackbaud consultant

Project Approach		

Wrap Up	To complete the activities required to formally end the implementation project.	• Create an engagement summary document that outlines the following:
		  • A list of key configuration decisions made
		  • Description of the role and tasks of database administrator
		• Hold a project wrap-up conference call

1.3 The Financial Edge Functional Areas

Changes to these functional areas can be made by you after implementation. Any changes to the functional areas that require assistance from Blackbaud will result in a Change Order to this Scope of Work.

Functional Area	The Financial Edge
Application Hosting Configuration • You will configure Application Hosting security after completing the requisite training	✓
System Configuration and Administration • Configure security, based on pre-configured security by role including View Only access configured for up to 2 users.	✓
General Ledger Certain configuration choices are already selected, to reflect best practices. The Blackbaud consultant will work with you to select options in the following areas: • Business rules • Posting Information • Queries and exports (up to 4 each) • Dashboard Reports (up to 1) • Standard Visual Chart Organizer • Standard Balance Sheet and Income Statement (up to 1 each) • Recurring journal entry templates • Projects and transaction Codes • Fiscal Years • Fund Structure with closing methods and balancing requirements • Account Categories • Account Segments • Import of the following: Account Codes, Accounts, Projects, Beginning Balances	✓
Accounts Payable Configuration In addition to the core functional configuration, the consultant will configure each of the following based on initial needs reviewed with you: • Interfund Sets	✓

Functional Area	The Financial Edge

• Terms (up to 2)
• Bank Accounts (up to 2) including:
  • Bank Information
  • Payment Information, including EFT
  • Cash Management and Adjustments to complete reconciliation as of system go-live
• Import of the following:
Vendor Records, Open Invoices, 1099 Balances, Outstanding Checks	

Purchase Orders In addition to the core functional configuration, the consultant will configure each of the following based on initial needs reviewed with you for: • Products and Product Categories • Miscellaneous Line Items • Configure one purchase order template • Demonstrate purchasing and encumbrance process • Demonstrate creating asset record through purchasing	✓
Accounts Receivable and Misc. Cash Receipts Configuration In addition to the core functional configuration, the consultant will configure each of the following based on initial needs reviewed with you: • Products/ Billing Items • Statement Information • Interfund sets • Invoice and Statement parameters (one each) • Import of the following: Client records, Payee Relationships, Client Beginning Balances	✓
Budget Management Configuration In addition to the core functional configuration, the consultant will configure each of the following based on initial needs reviewed with you: • Build 1 budget scenario • Import of the following: Current Fiscal Year Budget	✓
Fixed Assets Configuration In addition to the core functional configuration, the consultant will configure each of the following based on initial needs reviewed with you: • Depreciation Schedules and Methods • Classes with Default Posting Information • Default Accounts • Import of the following: Asset Records, Acquisition Transactions, Accumulated Depreciation	✓

art

1

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- 6

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2000 Daniel Island Dr.
Charleston, SC 29492

August 18, 2015

Hidalgo County Urban Program
427 East Duranta Avenue
Suite 107
Alamo, TX 78516
RE: Sole Source Verification

Dear Sir or Madam:

We are pleased that Hidalgo County Urban Program is considering migrating their existing software solution, FundWare (Blackbaud purchased in 2008), to The Financial Edge which is a solution developed, sold and supported by Blackbaud.

Please be advised that Blackbaud is the sole owner of any and all intellectual property related to the software program listed above and is the sole provider of this program and related training and consulting services for this program.

Below are statements of fact about FundWare and the conversion to The Financial Edge:

- Blackbaud purchased Kintera, and Blackbaud is the sole owners of FundWare.
- FundWare is no longer available for purchase. The Financial Edge is Blackbaud's only accounting system available for a new purchase.
- Support for FundWare includes customer support only. Blackbaud is no longer adding further developments or enhancements to the FundWare product.
- The Financial Edge utilizes the current market standard and readily supported technologies. FundWare is not and will not be upgraded to this.
- Blackbaud has converted over 400 FundWare customers to The Financial Edge.
- The data conversion utility to convert FundWare to The Financial Edge proprietary to Blackbaud.
- The conversion services from FundWare to The Financial Edge are proprietary to Blackbaud.

Again, Blackbaud has converted over 400 FundWare customers to The Financial Edge since acquiring the software. This has allowed Blackbaud to streamline the conversion process and to allow the minimal amount of downtime possible compared to other vendors, thus, reducing cost to Hidalgo County Urban Program.

If you have any questions or comments, please do not hesitate to contact me at (843) 654-3294 or by email at Scott.Cross@Blackbaud.com .

Scott Cross
Financial Solutions Sales Manager

Zimbra **francisco.martinez@co.hidalgo.tx.us**

Updated Financial Edge Proposal

From : Natalie Phillips <Natalie.Phillips@blackbaud.com> Fri, Jul 24, 2015 03:35 PM
Subject : Updated Financial Edge Proposal 1 attachment
To : francisco martinez <francisco.martinez@co.hidalgo.tx.us>

External images are not displayed. Display images below

Good Afternoon Francisco,

It was nice speaking with you yesterday. I've attached the updated proposal for Financial Edge. This version includes 2 years of detailed GL history (current + previous fiscal year). As discussed, you can spread out your upfront payments so that you don't have to pay all of them when you sign the contract. You will also get a credit on your account for the unused portion of your FundWare maintenance which can be used towards the purchase of Financial Edge.

Hope you have a great weekend and look forward to speaking next week.

Sincerely,

Natalie Phillips

Natalie Phillips
Account Executive - Nonprofit Financial Solutions

Blackbaud, Inc.
2000 Daniel Island Drive, Charleston, SC 29492
Direct: 843-654-3055 | Mobile: 843-270-6807
Toll Free: 800-443-9441 ext. 3055 | Fax 843-216-6100
natalie.phillips@blackbaud.com | blackbaud.com

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Hidalgo Urban County Program_Financial Edge_Proposal.pdf
20 KB

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  - Clear document data

Hidalgo Urban County Program - FundWare Maintenance Return

Next required field Next Required
2

CREDIT

[$2,328.90] WILL VARY DEPENDING ON THE DATE CONTRACTS ARE SIGNED.

FMM

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Order Form

The fees and terms quoted in this Order Form ("Order Form") are valid until 9/23/2015. This Order Form and the purchases set forth herein are subject to and governed by the Blackbaud Solutions Agreement available at https://www.blackbaud.com/files/BlackbaudSolutionsAgreement.pdf and by signing this Order Form you agree to be bound by the Blackbaud Solutions Agreement(s).

Client Information

Issued to: Hidalgo Urban County Program	**Bill to:** Hidalgo Urban County Program
Mailing address: 427 E Duranta Ave Ste 107 Alamo, TX 78516	**Billing address:** 427 E Duranta Ave Ste 107 Alamo, TX 78516
Principal contact: Francisco Martinez	**Billing contact:** Francisco Martinez
Principal contact email: francisco.martinez@co.hidalgo.tx.us	**Billing contact email:** francisco.martinez@co.hidalgo.tx.us
Client Site ID No.: 31710	**Order Form No.:** Q-00091752
Net Terms: NT15	**Account Executive:** Natalie Phillips

Cancelled Item Order Summary

	Year 1	Year 2	Year 3+	Total
Software	$0.00	$0.00	$0.00	$0.00
Subscriptions	$0.00	$0.00	$0.00	$0.00
Services	$0.00	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00	$0.00
Maintenance	$(2,328.90)	$0.00	$0.00	$(2,328.90)
Total Fees	**$(2,328.90)**	**$0.00**	**$0.00**	**$(2,328.90)**

Please review terms regarding credits at end of itemized cancellations.

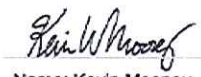
New Item Order Summary

	Year 1	Year 2	Year 3+	Total
Software	$0.00	$0.00	$0.00	$0.00
Subscriptions	$0.00	$0.00	$0.00	$0.00
Services	$0.00	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00	$0.00
Maintenance	$0.00	$0.00	$0.00	$0.00
Total Fees	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Grand Total	**$(2,328.90)**			

Signatures

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives.

AGREED :

Client : **Hidalgo Urban County Program**	**Blackbaud Authorized Signature**
By :	
Name :	Name: Kevin Mooney
Title :	Title: President, General Markets Business Unit
Date : (*Effective Date)	Date: 8/25/2015

All proposed modifications, variations, edits, or additions to this Order Form are objected to and deemed material unless otherwise mutually agreed to in writing.

Cancelled Software

Type	Price	UoM/Qty	Total Fees	Billing
Fundware Advanced Financial Reporter-Pro	$0.00	-1	$0.00	Cancellation
Fundware Accounts Payable - Pro	$0.00	-1	$0.00	Cancellation
Fundware Fixed Assets - Pro	$0.00	-1	$0.00	Cancellation
Fundware General Ledger - Pro	$0.00	-1	$0.00	Cancellation
Fundware Project/Grant - Pro	$0.00	-1	$0.00	Cancellation
Fundware Concurrent Users Pro	$0.00	-1	$0.00	Cancellation
Subtotal*			**$0.00**	

Cancelled Maintenance

Type	Monthly Price	UoM/Qty	Term Length (months)	Total Fees	Billing
MNT for Advanced Financial Reporter-Pro	$50.19	-1	7	$(351.33)	Cancellation
MNT for Accounts Payable - Pro	$50.19	-1	7	$(351.33)	Cancellation
MNT for Fixed Assets - Pro	$50.19	-1	7	$(351.33)	Cancellation
MNT for General Ledger - Pro	$60.25	-1	7	$(421.75)	Cancellation
MNT for Project/Grant - Pro	$40.12	-1	7	$(280.84)	Cancellation
MNT for Concurrent Users Pro	$81.76	-1	7	$(572.32)	Cancellation
Subtotal*				**$(2,328.90)**	

Cancellation Terms

The amount(s) listed above represent the reduction on contractual obligation to Blackbaud based on previously signed order documents.

Credits for cancellations associated with this order will be prorated based on the active term of the subscription, product or service being cancelled. Credits for pre-paid amounts will be applied to your account, and can be applied to open invoices per your discretion.

New Subscriptions

Type	Monthly List Price	Annual Fees	UoM/Qty	Term Length (months)	Total Fees	Billing
Subtotal*					$0.00	

General Terms

Fees are in **USD**

Our records indicate that you are Tax Exempt. You will not be charged sales tax on your orders as long as your exemption certificate has not expired. If it has expired, send the new certificate to: SalesTaxExemptCertificates2@blackbaud.com.

Processing of online financial transactions through the Blackbaud offerings purchased on this Order Form is subject to and governed by the http://www.blackbaud.com/files/bbms/bbpstc.pdf and by signing this Order Form you agree to be bound by the BBPS Addendum.
You acknowledge that the Software licensed in this Order Form will be provided through electronic download and that no additional shipment of the program on tangible media (i.e., CD, disk, tape, etc.) shall be provided or is required.

The subscription charges listed on this Order Form are for this purchase only. If you currently receive a subscription from Blackbaud, the above charges may be added to those and prorated to coincide with your current maintenance renewal date.

The term of your Subscription commences on the day you execute this Order Form and continues for the duration set forth in the applicable line item above. Subscriptions are billed according to the schedule set forth above.

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AI-51200 **Urban County** **16. F.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Palmview is requesting approval of a best and final negotiated contract for Professional Appraisal Services with Leonel Garza Jr. and Associates in the amount of $9,000.00 utilizing CDBG FY 26 (2013) Street Improvements funds for La Homa Road/Bridge Project.

BACKGROUND

On August 4, 2015, Commissioner's Court ranked and approved contract negotiations with Leonel Garza Jr. & Associates for Professional Appraisal Services. The contract was reviewed and approved by legal counsel on 09/2/2015. Please note that the number of parcels within this project may change and is contingent upon any further changes to project scope. See attached contract and certificate of liability insurance.

Firm: Leonel Garza Jr. & Associates
Contract Amount: $9,000.00 ($2,250.00 x Estimated 4 parcels)
Funds Available.: $241,386.74 - 2013 Palmview Street Improvements

---

Fiscal Impact

Attachments

Approval Legal
Leonel Garza & Associates Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/09/2015 09:47 AM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Sandra Regalado		Started On: 09/02/2015 02:55 PM

Final Approval Date: 09/11/2015

Fwd: Request for Review

From : Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us> Wed, Sep 02, 2015 02:12 PM
Subject : Fwd: Request for Review
To : Sandra Regalado <sandra.regalado@co.hidalgo.tx.us>

see Mr. Crains email.
I will forward the corrected contracts for the agenda attachment.
thanks!

Guadalupe V. Garcia
UCP Coordinator II

956-787-8127 ext. 2237

"Sometime Something Amazing Comes Along... Well, Here I AM!".
-Audra Vega

From: "Steve Crain" <scrain@atlashall.com>
To: "Guadalupe V. Garcia" <guadalupe.garcia@co.hidalgo.tx.us>
Sent: Wednesday, September 2, 2015 11:59:11 AM
Subject: RE: Request for Review

Take out the "and" after the first, second, third and fourth whereas clauses.

From: Guadalupe V. Garcia [mailto:guadalupe.garcia@co.hidalgo.tx.us]
Sent: Wednesday, September 02, 2015 9:43 AM
To: Steve Crain
Cc: Antonio Barco; P.R. Avila II; Sandra Regalado
Subject: Request for Review

Mr. Crain:
Attached please find two contracts for your review.
1) Appraisal Services
2) Appraisal Review Services.

Please note these contracts were drawn up by the Hidalgo County Purchasing Department, Leticia Hernandez, and have been previously reviewed and approved as to form.

Should you have any questions please let me know immediately as I am presenting item before Hidalgo County Commissioner's Court on August 15, 2015.

Guadalupe V. Garcia
UCP Coordinator II

956-787-8127 ext. 2237

"Sometime Something Amazing Comes Along... Well, Here I AM!".
-Audra Vega

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made effective the **15th** day of **September, 2015**, by and between the County of Hidalgo, Texas acting by and through **URBAN COUNTY PROGRAM** ("County") and **Leonel Garza, Jr. & Associates, LLC** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for: **The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located** within **the City of Palmview**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services",

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ),

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

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services;

WHEREAS, County has selected the Appraiser to provide the appraisal services within Hidalgo County Precinct No. 3 within the City of Palmview, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

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

1. **Scope of Services.** Appraiser agrees to provide to County **The Fair Market Value**

Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within **the City of Palmview** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser". ***In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County. Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice to Hidalgo County-Urban County Program to authorize and to secure additional time to comply.***

2. Non-Exclusive Services of Appraiser. Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Contract is for a period of **one (1) year**, effective **August 15 , 2015**, and will expire **August 15 , 2016** or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each "Purchase Order".

4. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for

payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

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

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

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

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the

additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

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

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. County may terminate this Contract at any time for any

reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

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

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

17. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

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

If to County:	Hidalgo County-Urban County Program Attention: Diana R. Serna, Director 427 E. Duranta Avenue, Suite. 107 Alamo, Texas 78516
If to Appraiser:	Leonel Garza, Jr. & Associates, LLC Attn: Leonel Garza, III, Co-Owner/Primary R.E.A. 1419 Dove, Suite 1 McAllen, Texas 78504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is

personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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

25. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

27. 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 WHEREOF, the Appraiser and the Party have caused this Agreement for Professional Services to be effective as of the 15th day of September, 2015.

By: _____
Leonel Garza, Jr. & Associates, LLC

Firm Name: **Leonel Garza, Jr. & Associates, LLC**
Address: **1419 Dove, Suite 1**
City/ST/Zip **McAllen, TX 78504**
FED ID #/SS# **74-2948770**

STATE OF TEXAS *
*
COUNTY OF HIDALGO *

This instrument was acknowledged before me on this the ____ day of _____, 2015 by _____ of and on behalf of _____ (title) (a corporation) (a partnership) (a sole proprietorship).

(seal)

_____
Notary Public- Signature

COUNTY OF HIDALGO URBAN COUNTY PROGRAM

_____ _____
WITNESS DIANA R. SERNA, UCP DIRECTOR

APPROVED AS TO FORM: on 9-2-2015
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain, Attorney

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

EXHIBIT "A"

SERVICES TO BE PROVIDED BY APPRAISER

GARZA & ASSOCIATES

August 21, 2015

Hidalgo County Precinct No. 3
C/o: Victor Gallardo
Right of Way Agent
724 North Breyfogle
Mission, Texas 78574

RE: La Homa Road / Bridge Project (Project Limits U.S. Business Highway 83 to Jimmy Garza Drive)
Scope of Services

Mr. Gallardo:

Pursuant to you request, the following is the scope of services to be provided for the proposed appraisal assignment consistent with the bid proposed on the La Homa Road/Bridge Project. The scope of the assignment shall be to appraise the subject properties assigned in either fee simple and or in easement 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. Each 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 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 comparables 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 and other sources available to this firm. Listings along the respective projects shall also be reviewed in order to determine the current market asking price for property along the project.

Each appraisal shall be developed on a TxDOT A-5 or an A-6 and A-5s format as promulgated by the Texas Department of Transportation. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law including Senate Bill 18 and the Texas Department Transportation. I, Leonel Garza III, shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. If you have any questions or concerns please contact my office at (956) 687-7295 or via email leonel3@garza-associates.com. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
Leonel Garza Jr. & Associates LLC

Company Bio
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.

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 over the past 13 years. 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, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

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.

Education & Licenses

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)

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: TX 1328375 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 & Public Service

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 thru educational requirements and experience.

International Right-of-way Association (IRWA) (Associate Member # 7899430)

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.

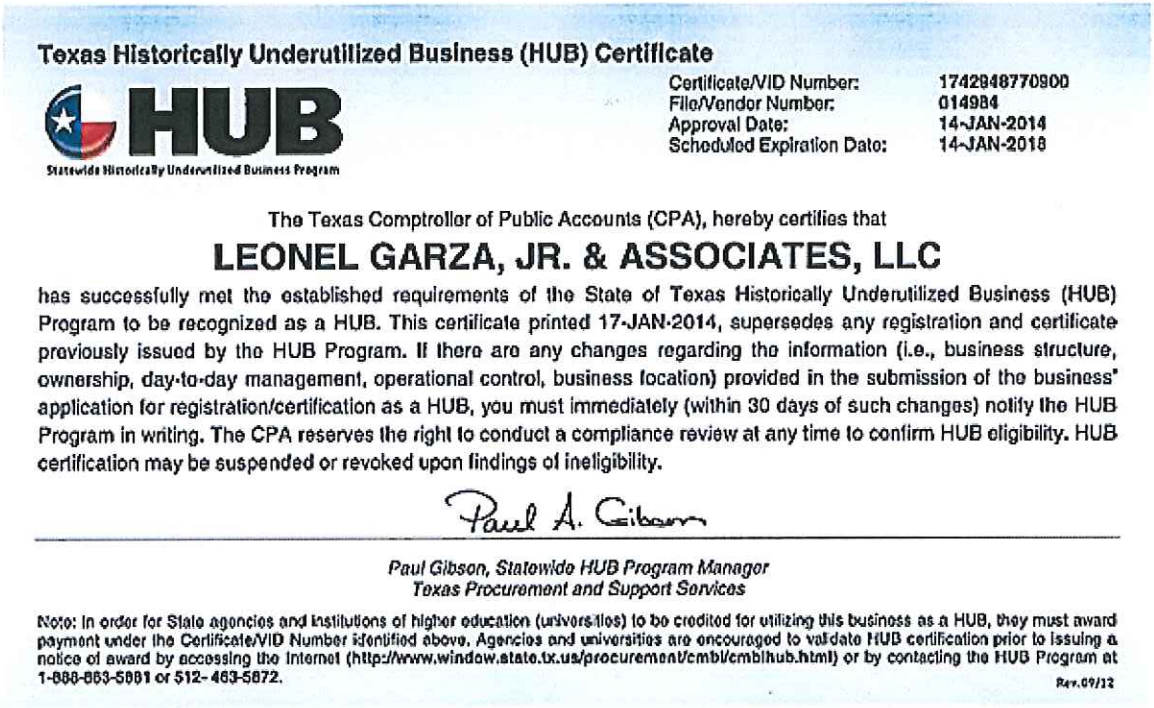
McAllen Palm City Lions Club (Active Member)
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the benefit more than 25 years ago. In 2014, the club raised funds to provided dinners to 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

McAllen Traffic Commission Board (Former Vice Chairman & Member)
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

McAllen Zoning Board of Adjustments and Appeals (Former Chairman & Member)
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.

McAllen Ambulance Advisory Committee (Former Vice Chairman & Member)
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

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.



Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	1742948770900
File/Vendor Number:	014984
Approval Date:	14-JAN-2014
Scheduled Expiration Date:	14-JAN-2018

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LEONEL GARZA, JR. & ASSOCIATES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 17-JAN-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbl/cmblhub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev.09/12

EXHIBIT "B"
FEE SCHEDULE

GARZA & ASSOCIATES

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Office (956) 687-7295 Fax (956) 687-9236

August 21, 2015

Hidalgo County Precinct No. 3
C/o: Victor Gallardo
Right of Way Agent
724 North Breyfogle
Mission, Texas 78574

RE: La Homa Road / Bridge Project (Project Limits U.S. Business Highway 83 to Jimmy Garza Drive)
Best & Final Estimate

Mr. Gallardo:

As per e-mail dated August 12, 2015, our office is presents our proposal for preparing a real estate appraisal on various tracts of land located along the proposed La Homa Road with the project limits being U.S. Business Highway 83 to Jimmy Garza Drive, consisting of ±4 Parcels. These appraisals shall be performed under the standards set forth by the Texas Department of Transportation (TxDOT). These appraisals are to be performed by the reasonable deadline agreed upon by Garza & Associates and Hidalgo County Precinct No. 3. The following is based on the surveys provided indicating approximately 4 parcels within this segment of the project.

Estimated Cost	$ 9,000
Appraisal Reports Unit Cost	$ 2,250
Update Reports	$ 1,125
	This cost shall apply when a change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC and confirmed with the client.
Condemnation Hearing	$150.00 Per Hour
	Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	$250.00 Per Hour + Expenses
	Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

Leonel Garza III
State Certified Real Estate Appraiser
Leonel Garza Jr. & Associates LLC

EXHIBIT "C"

INSURANCE REQUIREMENTS

Re: La Homa Road Project- Appraisal Services

From : Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us> Wed, Aug 26, 2015 09:15 AM

3 attachments

Subject : Re: La Homa Road Project- Appraisal Services

To : Leonel Garza III <leonel3@garza-associates.com>

Cc : dinac@garza-associates.com, P.R. Avila II <patricio.avila@co.hidalgo.tx.us>, dnacianceno cityofpalmview.us <dnacianceno@cityofpalmview.us>

Mr. Garza:
I have received your BAFO for the appraisal services being requested for the La Homa Bridge Project. Can you please separate the best and final offer letter from the scope of services. I need them labeled individually as they are to become attachments to the contract. (Exhibit A- should be the scope of services, Exhibit B- should be a complete fee schedule).
I will need to request additional documentation as well, (Attached are the forms, I need to have those on file before I can request Commissioner's Court approval for the project contract).

I also require a copy of the certificate of general liability insurance, to include auto and workman's comp.

Please note that the certificate of Debarrment includes a DUNS #, it is a requirements for you to obtain one.

Should you have any questions please advise asap.
Thank you and have a great day!

Guadalupe V. Garcia
UCP Coordinator II

956-787-8127 ext. 2237

"Sometime Something Amazing Comes Along... Well, Here I AM!".
-Audra Vega

From: "Leonel Garza III" <leonel3@garza-associates.com>
To: "Guadalupe V. Garcia" <guadalupe.garcia@co.hidalgo.tx.us>
Cc: "Victor Gallardo" <victor.gallardo@co.hidalgo.tx.us>
Sent: Friday, August 21, 2015 1:54:29 PM
Subject: RE: La Homa Road Project- Appraisal Services

Guadalupe:

We received the La Homa Road Bridge Project map from Victor Gallardo, and after review of the project our best and final estimate of cost of the project is attached.

From: Guadalupe V. Garcia [mailto:guadalupe.garcia@co.hidalgo.tx.us]
Sent: Wednesday, August 12, 2015 9:27 AM
To: leonel3@garza-associates.com; P.R. Avila II; dinac@garza-associates.com
Subject: La Homa Road Project- Appraisal Services

Mr. Garza:
Let this serve as official notice to request a best and final offer for appraisal services for the La Homa Road/Bridge Project.
Leonel Garza, Jr. & Associates was ranked #1 firm and authorization to negotiate a contract for Appraisal Services was approved by Hidalgo County Commissioner's Court on August 4, 2015.

Please contact Mr. Victor Gallardo at Precinct No. 3 at 956-867-5514. Mr. Gallardo will give you the information on the property that requires the appraisal services.

Should you have any questions please feel free to contact me at your convenience at 956-787-8127.
Have a Blessed Day!

Guadalupe V. Garcia
UCP Coordinator II

956-787-8127 ext. 2237

"Sometime Something Amazing Comes Along... Well, Here I AM!".
-Audra Vega

I (D)(e) EXHIBIT D- CIQ FORM.pdf
43 KB

I (F)(d) Certification regarding Debarment.rtf
16 KB

I (D)(d) EXHIBIT C- INSURANCE REQUIREMENTS.doc
31 KB

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.
Leonel Garza Jr. & Associates, LLC

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.)
1419 Dove, Suite 1

Requester's name and address (optional)

6 City, state, and ZIP code
McAllen, Texas 78504

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	–	2	9	4	8	7	7	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** August 27, 2015

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: Leonel Garza, III
Title: Owner
DUNS No. : 078330310
Telephone Number: (956) 687-7295
Date: August 26, 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.

**********UCP STAFF ONLY**********

VERIFICATION

DATE VERIFIED ON SAM: 8-27-2015

HAS ACTIVE EXCLUSIONS? _____ **YES** ✓ **NO**

UCP COORDINATOR NAME: Guadalupe V. García

UCP COORDINATOR SIGNATURE: _____

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 078330310
Functional Area: Entity Management, Performance Information

ENTITY	Leonel Garza, Jr. & Associates, LLC	Status:Active
DUNS: 078330310	+4:	CAGE Code: 6Z4C9 DoDAAC:
Expiration Date: Sep 16, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1419 West Dove Avenue # 1 City: McAllen ZIP Code: 78504-3459		State/Province: TEXAS Country: UNITED STATES

View assistance for Search Results

Search Results

Your search returned the following results...

Glossary

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity | **Leonel Garza, Jr. & Associates, LLC** | Status: **Active**

DUNS: 078330310 | **CAGE Code: 6Z4C9** | View Details

Has Active Exclusion?: No | **DoDAAC:**

Expiration Date: 09/16/2015 | **Delinquent Federal Debt? No**

Purpose of Registration: All Awards

Search Results
Entity
Exclusion

Search Filters
By Record Status
By Functional Area - Entity Management
By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.34.20150710-1415

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

70 2015 02583298

Instrument Number: 2015-2583298

As

Recorded On: February 03, 2015 **Recording**

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST

**** Examined and Charged as Follows: ****

Recording	26.00
Total Recording:	**26.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-2583298

Receipt Number: 1497227

Recorded Date/Time: February 03, 2015 04:14P

User / Station: I Leal - Cash Station 02

Record and Return To:

LEONEL GARZA JR
ORIGINAL RETURN TO CUSTOMER
MCALLEN TX 78504

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

2583298

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.**

LEONEL GARZA, III Leonel Garza, Jr. and Associates, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Leonel Garza III

02-03-2015

Date

Adopted 06/29/2007

LEONGAR-02 HEREN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/28/2015

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:	
Shepard Insurance Agency 5801 N 10th St Ste 300 McAllen, TX 78504	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS: shepard@shepins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Leonel Garza Jr & Associates LLC 1419 Dove Ave Suite 1 McAllen, TX 78504	INSURER A : Sentinel Ins Co, LTD	11000
	INSURER B : Hrtfrd Accident & Indemnity Co	22357
	INSURER C : Hartford Ins Co of the Midwest	37478
	INSURER D : Berkley Assurance Company	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			65SBATE2179	05/18/2015	05/18/2016	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
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS			65UECZF5945	05/18/2015	05/18/2016	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 X RETENTION $ 10,000			65SBATE2179	05/18/2015	05/18/2016	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	65WBCAE1721	01/11/2015	01/11/2016	X PER 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
D	Professional Liab	X		VUMB0034902	05/18/2015	05/18/2016	See Description	

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

Form 30 Day Notcle of Cancellation
Professional Liab- Claims Made:Agrgregate limit $1,000,000; Limit of liability per claim 1,000,000; Re-troactive date: May 18,2010; Professional Liability E&O Deductible per Claim $7,500

The General Liability and Business Auto policies includes a blanket automatic additional insured and blanket automatic waiver of subrohgation endorsement (Form SS 00 08 04 05) & (HA 99 16 03 12) that provides additional insured & waiver of subrogastion status to the certificate holder only when there is a wriiten contract between certificate holder that requires it or such status;
SEE ATTACHED ACORD 101

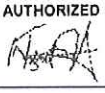
CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Business 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: LEONGAR-02 HEREN1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Shepard Insurance Agency		Leonel Garza Jr & Associates LLC 1419 Dove Ave Suite 1 McAllen, TX 78504
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Units: 2010 Toyota #5TFRM5F15AX011366; 2014 Toyota #5TFUM5F17EX052999

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EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A One Million Dollar ($1,000,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Two Hundred Thousand Dollars ($250,000.00) 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.

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.

Insurance Requirement Acknowledgment

I, Leonel Garza, III, authorized representative for Leonel Garza, Jr. & Associates, 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 the Urban County Program Coordinator of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from the Urban County Program Coordinator of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

■ have already been met, see attached copy of insurance certificate.

_____ August 26, 2015
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Urban County Program Coordinator 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 Urban County Program Coordinator 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, Leonel Garza, III, possess all of the APPLICABLE:

1. Licenses: State Certification General Estate Appraiser License TX-1328375-General
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.

_____ August 26, 2015
Authorized Signature Date

Leonel Garza, Jr. & Associates, LLC
Company

1419 Dove, Suite 1
Address

McAllen, Texas 78504
City, State, Zip

Zimbra **sandra.regalado@co.hidalgo.tx.us**

Fwd: Request for Review

From : Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us> Wed, Sep 02, 2015 02:12 PM

Subject : Fwd: Request for Review

To : Sandra Regalado <sandra.regalado@co.hidalgo.tx.us>

see Mr. Crains email.
I will forward the corrected contracts for the agenda attachment.
thanks!

Guadalupe V. Garcia
UCP Coordinator II

956-787-8127 ext. 2237

"Sometime Something Amazing Comes Along... Well, Here I AM!".
-Audra Vega

From: "Steve Crain" <scrain@atlashall.com>
To: "Guadalupe V. Garcia" <guadalupe.garcia@co.hidalgo.tx.us>
Sent: Wednesday, September 2, 2015 11:59:11 AM
Subject: RE: Request for Review

Take out the "and" after the first, second, third and fourth whereas clauses.

From: Guadalupe V. Garcia [mailto:guadalupe.garcia@co.hidalgo.tx.us]
Sent: Wednesday, September 02, 2015 9:43 AM
To: Steve Crain
Cc: Antonio Barco; P.R. Avila II; Sandra Regalado
Subject: Request for Review

Mr. Crain:
Attached please find two contracts for your review.
1) Appraisal Services
2) Appraisal Review Services.

Please note these contracts were drawn up by the Hidalgo County Purchasing Department, Leticia Hernandez, and have been previously reviewed and approved as to form.

AI-51207 **Urban County** **16. G.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Palmview is requesting approval of a best and final negotiated contract for Professional Appraisal Review Services with HLH Appraisal Services in the amount of $1,800.00 utilizing CDBG FY 26 (2013) Street Improvement funds for La Homa Road/ Bridge Project.

BACKGROUND

On August 4, 2015, Commissioner's Court ranked and approved contract negotiations with HLH Appraisal Services for Professional Appraisal Review Services. The contract was reviewed and approved by legal counsel on 09/2/2015. Please note that the number of parcels within this project may change and is contingent upon any further changes to project scope. See attached contract and certificate of liability insurance.

Firm: HLH Appraisal Services
Contract Amount: $1,800.00 ($450.00 x Estimated 4 parcels)
Funds Available.: $241,386.74 - 2013 Palmview Street Improvements

---

Fiscal Impact

Attachments

Approval Legal
HLH Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/08/2015 03:09 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Sandra Regalado		Started On: 09/02/2015 04:14 PM

Final Approval Date: 09/11/2015

Fwd: Request for Review

From : Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us> Wed, Sep 02, 2015 02:12 PM
Subject : Fwd: Request for Review
To : Sandra Regalado <sandra.regalado@co.hidalgo.tx.us>

see Mr. Crains email.
I will forward the corrected contracts for the agenda attachment.
thanks!

Guadalupe V. Garcia
UCP Coordinator II

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Subject: Request for Review

Mr. Crain:
Attached please find two contracts for your review.
1) Appraisal Services
2) Appraisal Review Services.

Please note these contracts were drawn up by the Hidalgo County Purchasing Department, Leticia Hernandez, and have been previously reviewed and approved as to form.

Should you have any questions please let me know immediately as I am presenting item before Hidalgo County Commissioner's Court on August 15, 2015.

Guadalupe V. Garcia
UCP Coordinator II

956-787-8127 ext. 2237

"Sometime Something Amazing Comes Along... Well, Here I AM!".
-Audra Vega

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made effective the **15th** day of **September, 2015**, by and between the County of Hidalgo, Texas acting by and through **URBAN COUNTY PROGRAM** ("County") and **HLH APPRIASAL SERVICES** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal review services for: **The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located** within **the City of Palmview**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services",

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ),

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

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal review services;

WHEREAS, County has selected the Appraiser to provide the appraisal review services within Hidalgo County Precinct No. 3 within the City of Palmview, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

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

1. Scope of Services. Appraiser agrees to provide to County **The Fair Market Value Appraisal Reviews in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located** within **the City of Palmview** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser". ***In the event the Appraiser does not provide the fair market value appraisal review prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal review is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County. Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal review ordered, Appraiser must advise in written notice to Hidalgo County-Urban County Program to authorize and to secure additional time to comply.***

2. Non-Exclusive Services of Appraiser. Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Contract is for a period of **one (1) year**, effective **August 15 , 2015**, and will expire **August 15 , 2016** or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each "Purchase Order".

4. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order.

The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

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

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

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

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

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

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas,

and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

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

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

by County and Appraiser, and not otherwise.

17. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

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

If to County: Hidalgo County-Urban County Program
Attention: Diana R. Serna, Director
427 E. Duranta Avenue, Suite. 107
Alamo, Texas 78516

If to Appraiser: HLH APPRIASAL SERVICES
Attn: HARVEY L. HEERSSEN, CERTIFIED GENERAL APPRIAER
6107 ABERTON FOREST DRIVE
HOUSTON, TEXAS 77084

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

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

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

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

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

25. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the

provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

27. 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 WHEREOF, the Appraiser and the Party have caused this Agreement for Professional Services to be effective as of the 15th day of September, 2015.

By: _____
Harvey L. Heerssen, TX State Certified General Appraiser

Firm Name: **Harvey L. Heerssen**
Address: **6107 Aberton Forest Drive**
City/ST/Zip **Houston, TX 77084**
FED ID #/SS# **462-66-4872**

STATE OF TEXAS *
*
COUNTY OF HIDALGO *

This instrument was acknowledged before me on this the ____ day of _____, 2015 by _____ of and on behalf of _____ (title) (a corporation) (a partnership) (a sole proprietorship).

(seal)

_____
Notary Public- Signature

COUNTY OF HIDALGO URBAN COUNTY PROGRAM

_____ WITNESS

_____ DIANA R. SERNA, UCP DIRECTOR

APPROVED AS TO FORM: on 9-2-2015
Atlas, Hall & Rodriguez, LLP
By:_____
Stephen L. Crain, Attorney

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

EXHIBIT "A"

SERVICES TO BE PROVIDED BY APPRAISER

HLH APPRAISAL SERVICES
Specializing in Appraisal Review of Road and Drainage Projects

August 14, 2015

Ms. Guadalupe V. Garcia
UCP Coordinator II
Hidalgo County-Urban County Program
427 E. Duranta Avenue
Alamo. TX. 78516

RE: Letter of Best and Final Offer for "Appraisal Review Services" for Precinct 3 La Homa Road/Bridge Project

Dear Ms. Garcia

This letter is in reference to your recent request for my best and final offer for appraisal review services for the La Homa Road/Bridge Project. Please see Attachment No. 1 reflecting Exhibits A & B regarding Scope of Work and Fee Schedule

In accordance with your request, also attached are the following:

- Certification Regarding Debarment
- W-9 Taxpayer Form
- Affidavit regarding Workers Compensation
- Executed and Recorded Conflict of Interest Statement
- Current Insurance Acord Statements for Auto, General Liability and Professional Liability (E & O)

The above forms were submitted to the Hidalgo County Purchasing Dept on February 2, 2015 for the RFQ No. 2015-009-02-04 -SGS and are on file in their office. Also, your office has the required forms I submitted on previous projects for Urban County.

You will also note that I am a sole proprietor doing business as HLH Appraisal Services and have no employees working for me. Thus, the necessity for the Affidavit & Indemnity Agreement accepted by Hidalgo County and other clients.

Please advise if any additional information is needed. Thank you.

Sincerely,

HLH: hh

Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

6107 Aberton Forest Drive, Houston, TX. 77084. 281-799-5652. heerssen@sbcglobal.net

EXHIBIT "B"
FEE SCHEDULE

HLH APPRAISAL SERVICES
Specializing in Appraisal Review of Road and Drainage Projects

ATTACHMENT NO. 1

Exhibit A- The Scope of Work Services for this appraisal review assignment is to prepare appraisal review reports of appraisal reports prepared by the primary appraiser on the above project. More specifically, the scope of work also includes (1) to physically inspect the project and each parcel from the road right of way, (2) to review each appraisal report for USPAP compliance, and (3) to prepare and submit electronically an appraisal review submission for each parcel to the Urban County Program.

Exhibit A-My fee schedule for this project is $450.00 for each appraisal review report of each parcel. Additionally, if any updated appraisal reviews are necessary, an update will be accomplished for the reduced fee of $225.00. My commitment is to complete all appraisal review reports and any updated review reports within the time line requested and specified by Hidalgo County Urban County Program. **This is my best and final offer of my Scope of Services and proposed fee schedule for appraisal review services for this project.**

RECEIVED
AUG 21 2015
URBAN COUNTY PROGRAM

6107 Aberton Forest Drive, Houston, TX. 77084. 281-799-5652. heerssen@sbcglobal.net

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/28/2015

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 LIA ADMIN. & INSURANCE SERVICES 1600 ANACAPA STREET SANTA BARBARA, CA 93101	CONTACT NAME: DANA DAMICO PHONE (A/C, No, Ext): 805-963-6624 FAX (A/C, No): 805-962-0652 E-MAIL ADDRESS: DANA@LIABILITY.COM
	INSURER(S) AFFORDING COVERAGE — **NAIC #** INSURER A : ASPEN SPECIALTY INSURANCE COMPANY — 10717
INSURED HLH APPRAISAL SERVICES HARVEY L. HEERSSEN 6107 ABERTON FOREST DRIVE HOUSTON, TX 77084 ID# 166125	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			ASI000084-01	04/14/2015	04/14/2016	$1,000,000 EACH CLAIM $2,000,000 AGGREGATE	

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

REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY INSURANCE
POLICY INCLUDES A WAIVER OF SUBROGATION (REFER TO VI. CONDITIONS (L) SUBROGATION OF THE ASPEN POLICY).

CERTIFICATE HOLDER

HIDALGO COUNTY, PURCHASING DEPARTMENT
NEW ADMINISTRATIVE BUILDING
2812 S. HIGHWAY BUS. 281
EDINBURG, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2015

THIS CERTIFICATEIS 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 SUBROGATIONIS 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:	
STANLEY MCDONALD AGCY IL, INC/PHS 715004 P:(866) 467-8730 F:(877) 538-8295 PO BOX 29611 CHARLOTTE NC 28229	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (877) 538-8295
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Sentinel Ins Co LTD	
INSURED	INSURER B :	
HARVEY L HEERSSEN D/B/A HLH APPRAISAL SERVICES 6107 ABERTON FOREST DR HOUSTON TX 77084	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] X General Liab	X		41 SBM ZP3811	04/14/2015	04/14/2016	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC						GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	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)

Those usual to the Insured's Operations.

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

Mac Maillon

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AGENCY CUSTOMER ID: _____

LOC#: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
STANLEY MCDONALD AGCY IL, INC/PHS	HARVEY L HEERSSEN D/B/A HLH APPRAISAL SERVICES 6107 ABERTON FOREST DR HOUSTON TX 77084
POLICY NUMBER SEE ACORD 25	
CARRIER: SEE ACORD 25 / NAIC CODE:	EFFECTIVE DATE: SEE ACORD 25

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies in favor of the Certificate holder per the Business Liability Coverage Form SS0008 attached to this policy. County of Hidalgo are listed as additional insured. See the Business Liability Coverage Form SS0008 attached to this policy for Additional Insured provisions.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2015

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.

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PRODUCER
Pisani and Associates

8588 Hwy 6 N
Houston TX 77095

CONTACT NAME: Adam Pisani
PHONE (A/C, No, Ext): (281)855-7115 FAX (A/C, No): (281)855-1097
E-MAIL ADDRESS: AdamPisani@allstate.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allstate Insurance	19232
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Harvey L. Heersen DBA HLH Appraisal Services

6107 Aberton Forest Drive
Houston TX 77084

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS			048963714 BAP	04/16/2015	04/16/2016	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Professional Liability			LSI012626-002	04/14/2015	04/14/2016	$1,000,000 Each $2,000,000 Each	

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

2010 Ford F-150

1FTEW1C87AFD03660

Endorsed with Hidalgo County as an additional insured and with a waiver if subrogation in favor of Hidalgo County.

CERTIFICATE HOLDER

Hidalgo County
Atten. Purchasing Department
2812 South Hwy.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

ACORD 25 (2010/05)
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AFFIDAVIT & INDEMNITY AGREEMENT

Date: January 27, 2015

Affiant: Harvey L. Heerssen

Affiant on oath swears that the following statements are true and are within the personal Knowledge of Affiant.

Affiant Harvey L. Heerssen is a sole proprietor doing business as :

HLH Appraisal Services with Hidalgo County, L & G Engineering and Texas Department of Transportation (TxDOT),and Hidalgo County Regional Mobility Authority (HCRMA) and other clients involved in right of way acquisition on roads and drainage projects. Affiant will provide service for all clients listed.

Affiant further states that he has no employee (s) and does not anticipate employing any. In the event Affiant does employ any staff during the contract, Affiant will immediately notify the clients listed above and obtain the Workers Compensation required by law.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo, L & G Engineering ,TxDOT and HCRMA and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not

Printed Name of Affiant: Harvey L. Heerssen

SWORN AND SUBSRIBED TO UNDER OATH BEFORE ON January 27, 2015

Notary Public, State of Texas

Veronica Almazan
Notary Public,
State of Texas
Commission Expires: 11-17-2017

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

70 2015 02579910

Instrument Number: 2015-2579910

As

Recorded On: January 21, 2015 **Recording**

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST

**** Examined and Charged as Follows: ****

Recording	26.00
Total Recording:	**26.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-2579910
Receipt Number: 1494351
Recorded Date/Time: January 21, 2015 03:36P

User / Station: M Cantu - Cash Station 03

Record and Return To:

HARVEY L HEERSSEN
6107 ABERTON FOREST DR
HOUSTON TX 77084

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

2579910

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.**

Harvey L. Heerssen dba HLH Appraisal Services

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.**

None-Not Applicable

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 Not Applicable

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 Not Applicable

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 Not Applicable

D. Describe each employment or business relationship with the local government officer named in this section.

4 Harvey L. Heerssen 1-20-15

Signature of person doing business with the governmental entity Date

Harvey L. Heerssen

Adopted 06/29/2007

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.
Harvey L. Heerssen

2 Business name/disregarded entity name, if different from above
dba HLH Appraisal Services

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
[X] 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.)
6107 Aberton Forest Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Houston, TX. 77084

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
4 6 2 - 6 6 - 4 8 7 2

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. 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** ▶ Harvey L. Heerssen **Date** ▶ 1-20-15

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: Harvey L. Heerssen
Print Name: Harvey L. Heerssen
Title:Owner -dba HLH Appraisal Services
DUNS No. : 079951209
Telephone Number:281-855-7763 &281-799-5652 - Cell
Date: August 20, 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.

****************************UCP STAFF ONLY****************************

VERIFICATION

DATE VERIFIED ON SAM: 8-26-2015

HAS ACTIVE EXCLUSIONS? _____YES ✓ NO

UCP COORDINATOR NAME: Guadalupe V. Garcia

UCP COORDINATOR SIGNATURE: _____

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 079951209
Functional Area: Entity Management, Performance Information

No Search Results

View assistance for Search Results

Search Results

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity Exclusion Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

Zimbra **sandra.regalado@co.hidalgo.tx.us**

Fwd: Request for Review

From : Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us> Wed, Sep 02, 2015 02:12 PM

Subject : Fwd: Request for Review

To : Sandra Regalado <sandra.regalado@co.hidalgo.tx.us>

see Mr. Crains email.
I will forward the corrected contracts for the agenda attachment.
thanks!

Guadalupe V. Garcia
UCP Coordinator II

956-787-8127 ext. 2237

"Sometime Something Amazing Comes Along... Well, Here I AM!".
-Audra Vega

From: "Steve Crain" <scrain@atlashall.com>
To: "Guadalupe V. Garcia" <guadalupe.garcia@co.hidalgo.tx.us>
Sent: Wednesday, September 2, 2015 11:59:11 AM
Subject: RE: Request for Review

Take out the "and" after the first, second, third and fourth whereas clauses.

From: Guadalupe V. Garcia [mailto:guadalupe.garcia@co.hidalgo.tx.us]
Sent: Wednesday, September 02, 2015 9:43 AM
To: Steve Crain
Cc: Antonio Barco; P.R. Avila II; Sandra Regalado
Subject: Request for Review

Mr. Crain:
Attached please find two contracts for your review.
1) Appraisal Services
2) Appraisal Review Services.

Please note these contracts were drawn up by the Hidalgo County Purchasing Department, Leticia Hernandez, and have been previously reviewed and approved as to form.

AI-51221 **Elections Administration** **17. A.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Valley View Independent School District for their special election to be held on September 11, 2015.

BACKGROUND

One (1) original of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 9-3-2015, Valley View ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/04/2015 04:50 PM
Glinda Pacheco	Glinda Pacheco	09/11/2015 01:52 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Amanda Valdez		Started On: 09/03/2015 01:42 PM
Final Approval Date: 09/11/2015		

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **VALLEY VIEW INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **September 12, 2015**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **September 12, 2015**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **September 12, 2015**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:

1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Notify the election judges of the date, time and place of the election;

(L) Procure and pay election judges and clerks for early voting and election day voting;

(M) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(N) Procure and pay Ballot Board members ;

(O) Provide information for election officers;

(P) Provide such incidental related services as may be necessary to conduct the election;

(Q) Serve as the Early Voting Clerk;

(R) Establish a Central Counting Station for the purpose of tabulating ballots; and

(S) Tabulate election results in preparation for ENTITY's canvassing.

(T) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Prepare, distribute, and publicize notice of general election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(E) Canvass the Election results for the ENTITY'S governing body;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(J) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(K) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the

boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Sandra Lee Rodriguez
Director of PEIMS/Elections
Valley View ISD
9701 S. Jackson Rd.
Pharr, TX 78577

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 20 day of July, 2015

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS
Assistant District Attorney

VALLEY VIEW ISD
ENTITY

BY: S. L. Rodriguez

PRINT: SANDRA LEE RODRIGUEZ

TITLE: DIRECTOR OF PEIMS/ELECTIONS

ATTEST

BY: _____

PRINT: Rolando Ramirez

TITLE: Superintendent

2015 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Valley View ISD-TRE — **DATE: September 12, 2015**

6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Coding Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	0	$0.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	1	$10.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	2	$20.00
F	Election Media per Polling Location(s)	**$100.00**	2	$200.00
G	iVotronic Voting Machine(s)	**$150.00**	4	$600.00
G	ADA iVotronic Voting Machine(s)	**$150.00**	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$550.00**	1	$550.00
			Total iVotronic Coding Charges	**$2,130.00**

6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)	**$100.00**	10	$1,000.00
B	Laptop Rental (includes Bar Code Scanner/Dymo Printer)	**$150.00**	2	$300.00
C	Printer Labels (5,789)	**$0.03**	11,578	$347.34
D	Username/Password - Per Polling Location	**$20.00**	2	$40.00
			Total Electronic Poll Book Charges	**$1,687.34**

6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	120	$66.00
	Election Day Combination Forms	**$0.55**	120	$66.00
	Election Judge Kit for Early Voting	**$35.00**	1	$35.00
	Election Judge Kit for Election Day	**$35.00**	1	$35.00
	Polling Location Map(s)	**$17.00**	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	200	$40.00
			Total Supplies Charges	**$276.00**

6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	150	$37.50
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	500	$200.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	150	$300.00
	Postage Mail-in-Ballots (per request)	**$0.61**	150	$91.50
	Correspondence Postage	**$0.49**	1	0.49
			Total Mail & Ballot Service Charges	**$629.49**

6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper (Logic & Accuracy Notice Only)	**$750.00**	1	$750.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$750.00**

6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**

6.07	**Payroll for Training and Election Poll Workers**	**Price**	**Total**
	Payroll for Early Voting Employees	**$4,526.10**	$4,526.10
	Payroll for Election Day Employees	**$617.20**	$617.20
		Total Payroll Charges	**$5,143.30**

6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	**$250.00**

6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Additional Canvass Reports	**TBD**	0	$0.00
			Total Canvass Report Charges	**$0.00**

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 12.00**	1	107	$2.57
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 10.10**	3	321	$19.45
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 12.00**	1	14	$0.34
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 10.10**	3	42	$2.55
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$24.90**

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change without notice)	**$50.00**	1	$50.00
			Total Cell Phone Charges	**$50.00**

6.12	**Subtotal**	**$10,941.03**
	Administrative Fees (10%)	**$1,094.10**
	ESTIMATED GRAND TOTAL	**$12,035.13**

AI-51170 **Head Start** **18. A.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion, Approval of the 2015-2016 Training and Technical Assistance (T/TA) Plan

BACKGROUND

Policy Council Approval: 09.14.15

Fiscal Impact

Attachments

PLAN

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:11 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Linda Galaviz		Started On: 09/01/2015 10:45 AM
Final Approval Date: 09/11/2015		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: September 14, 2015

SUBJECT: Discussion/Approval of 2015-2016 Training and Technical Assistant (T/TA) Plan

RATIONALE/NEED: The program plan must be approved annually to comply with Federal Performance Standards.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Training &Technical Assistance (T/TA) Plan

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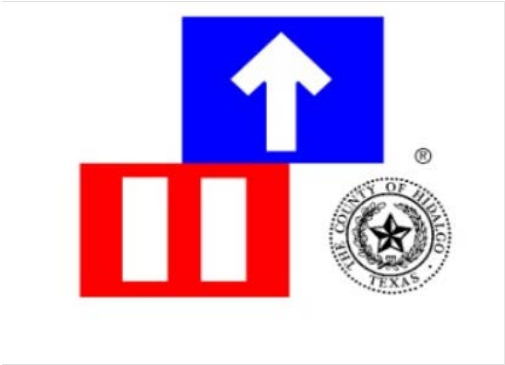
INITIATED BY: Nora S. Munoz, Assistant Director for Programmatic Services

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County
Head Start Program



Training and Technical Assistance
Program Plan
2015-2016

Policy Council Approval: **00.00.15**
Commissioners' Court Approval: **00.00.15**

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the symptoms of alcohol and substance abuse.	Participants will be provided with the necessary training and orientation in the area of prevention of alcohol and substance abuse particularly in children and juveniles.	Daniel Rodriguez, Behavioral Health Solution of South Texas	1. PC 2. Power Point Presentation	$ 5,000 For all Pre-Service Training	Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify the federal law (ADA) and the accommodation services it provides to individuals with disabilities	Participants will be provided with necessary training as required by the American with Disabilities Act (ADA) Section 504	Maria Cordero, TEAM PROJECT	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify the warning signs of child abuse/neglect and domestic violence and ensure that everyone understands "If you suspect-you report"	Participants will be provided with necessary training as required by the Texas Family Code 745.8551.	Sylvia Hernandez, Common Initiative Specialist	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the Hidalgo County Head Start mandated policies as required by federal, state and local regulations.	To comply with federal, state and local regulations participants will review and acknowledge receipt of the mandated policies listed below: -Civil Rights Act -Standards of Conduct -Confidentiality Policy -Reporting Child Abuse and Neglect Policy -Discipline and Guidance Policy -Dress Code Policy -Hidalgo County Drug and Alcohol Policy -Hidalgo County Sexual Harassment -Hidalgo County Absence Control Policy -Hidalgo County Ethics Policy -TB Questionnaire	David Guel, Administrator for Human Resources	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify and address sexual harassment in the workplace.	The presenter will provide information to Head Start employees on how to recognize and prevent incidents of sexual harassment.	Rene Parrao, Safety Specialist	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify and utilize preventive measures to promote a safer work environment.	Participants will be provided with the necessary training to respond appropriately to work violence.	Armando Guzman, Hidalgo County Safety Officer Supervisor	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify probable causes of accidents; minimize work-related injuries; and follow reporting procedures.	Procedures will be discussed and implemented for reporting work related injuries. Training will be conducted on the following: -Workers' Compensation Procedures -General Safety Rules -Slips, Trips, and Falls -Safe Lifting and Back Care -Accident Prevention and Control -Ladder Safety -Using PPE -Driving Safety Tips -Use of Fire Extinguishers -Chemical Safety Fact Sheet	Noemi Flores, Risk Management Specialist	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to adhere to the Civil Service Commission Rules and Regulations.	The Hidalgo County Civil Service Commission Rules review will provide the participants information on personnel practices and the procedures governing disciplinary actions.	David Guel, Administrator for Human Resources	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to meet the specific needs of children and will work with parents and other adults to nurture the children's physical, social, emotional, and intellectual growth as described in the child development framework.	Participants will receive the required training as specified by the Council for Professional Recognition, the National Credentialing Program for the Child Development Associate (CDA).	Helen Meave, Compliance, Accountability & Monitoring Director	1. Caring for Pre-School Children Curriculum, Volumes I & II 2. Power Point Presentation 3. Essentials to complete course work.	$ 5,000	12-18 Months	Training Calendar Syllabus Final CDA Assessment
At the Leadership Training participants will be able to describe the roles and responsibilities of a Parent committee Member that will enable them to be part of the decision making process.	Participants will be provided materials and information to prepare elected parents for their roles at the center committees and the Policy Council if elected.	Teresa Flores, Executive Program Director Elvira Segura, Interim Family Services Director		$ 2,000	Sept. 19, 2015	Training Calendar Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
The Policy Council will be able to identify the major program functions and operations by participating in the Governance Institute.	Each major function/operations of each department will be presented by the Director/ Administrator supervising the department. Roles and responsibilities of the Policy Council will be emphasized.	Consultant		$ 3,000	Oct. 23-25, 2015	Training Calendar Evaluation
Participants will be able to describe the valuable role of fathers and fatherhood to our present and future generations.	Participants will engage in discussion affirming fathers in valuable contribution to the lives of their children.	Consultant Internal Education Professionals		$ 6,000	February 18, 2016	Program Calendar Agenda Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to successfully establish a career path, for their job responsibilities, that aligns with the Head Start mandates	The HCHSP Staff Development professional will provide counseling and guidance to all employees on developing their staff Development Plan and monitor the progress of goal achievement. She will serve as the liaison between the HCHSP and the Institutions of Higher Education. She will manage and coordinate all training and workshops for the Program.	Sylvia Garza Staff Development Director		$ 74,000	Pre-Service On-Going	Training Calendar Staff Development Plan Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to implement the goals and objectives of the School Readiness Plan and the Education Services Plan	HCHSP Education professionals will provide hands on training and technical assistance on curriculum assessment and instruction to all classroom staff. Reinforce and promote coaching strategies to improve CLASS scores.	Susie Saenz Homero Carrera Hector Guerra Nadia De Leon, Education Area Directors		$ 73,131	Pre-Service On-Going	Training Calendar Feedback Forms Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to implement the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part I.	Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level.	Elvira Segura, Interim Family Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to implement the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part II.	Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level.	Ana Villaurrutia, Family Services Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will identify the different volunteer opportunities and the requirements to become a volunteer.	Participants will be encouraged to volunteer in any of the different areas of the Head Start Program and become more involved in the education of their children. Center staff and central office staff will inform parents of the many ways to participate in Head Start.	Head Start Executive Team Members	1. PC 2. Power Point Presentation	$ 3,000	Aug. 24-27, 2015	Training Calendar Survey Evaluation
Participants will work collaboratively with other agencies to identify and access services and resources through direct services or referrals.	The Parent Fair will be organized for parents to participate and respond to family needs and assist in developing family goals.	Elvira Segura, Interim Family Services Director	1. PC 2. Power Point Presentation	$ 5,000	Nov. 20, 2015	Training Calendar Evaluation
Participants will be able to apply Head Start Performance Standard as it pertains to (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance specifically for children with disabilities and will implement specific strategies to retain enrollment of children with disabilities.	Participants will receive instructions and guidance on how to implement strategies and procedures at the center classroom and center level.	Elvira Segura, Interim Family Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to describe the three major goals for the 21st Century Exploring Parenting Program.	The 21st Century Exploring Parenting program will provide participants an approach to parent education based on the philosophy that parents are mature capable adults who know their children best; that there is no single best way of parenting; and that each parent makes his or her own child-rearing decisions based on their values, beliefs, cultures and experiences.	Elvira Segura, Interim Family Services Director Center Managers Support Services Staff	1. Exploring Parenting Curriculum 2. Handouts 3. Registration Form 4. Supplies	$ 2,000	Pre-Service Program Year 2015-2016	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the 10 financial education modules of the Financial Literacy Program: Wealth Creating Through Financial Education	Participants will be trained on 10 financial education modules that will provide the ability to make informed decisions and take effective actions regarding the use and management of money.	Elvira Segura, Interim Family Services Director Gloria Casas, Consultant	1. PC 2. Power Point Presentation		Pre-Service Program Year 2015-2016	Training Calendar Survey Evaluation
Participants will be able to identify the eligibility criteria for children enrolling with the Hidalgo County Head Start Program.	The Recruitment Training is for the purpose of providing Head Start services to eligible children, three to five years of age regardless of sex, creed, color, national origin or disabling condition.	Elvira Segura, Interim Family Services Director			Feb. 08, 2016	Training Calendar

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Child Nutrition						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to implement safe food handling practices.	Participants will be able to participate in activities to identify safe food handling practices.	Karina Beckmann, Child Nutrition Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to locate and utilize Child Nutrition Program required information.	The required information for the Child Nutrition Program will be presented and reviewed with staff. Copies of presentation will be provided.	Gilbert Silva, Child Nutrition Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Child Nutrition						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will receive Food Handler's Certification required by Hidalgo County Health and Human Services Department.	The presenter will provide information on how to maintain proper safety and sanitation on the workplace to prevent food safety errors.	Hidalgo County Health and Human Services Department	1. PC 2. Power Point Presentation	$ 2, 200	Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Mental Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to prepare the necessary information and recognize the route needed for a referral in the area of mental health.	Participants will take part in discussion by asking questions and discussing different scenarios in the classroom in regards to referrals and staffing's.	Maria Luisa Barrera, Mental Health Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to describe different strategies to manage children with challenging behaviors.	Participants will take part in discussion by asking questions and discussing different strategies for children with challenging behavior in the classroom.	Maria Luisa Barrera, Mental Health Coordinator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Transition and Community Partnership						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to access and implement the Performance Standards and relate the information to the Program Plan	Participants will actively listen and review the Performance Standards and the Program Plan.	Ramiro Silva, Community Partnership and Transition Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access Community Resources for children, families and pregnant women.	The Networking Meeting is designed to develop community partnerships supported by interagency agreements to secure appropriate services for children and families.	Ramiro Silva, Community Partnership and Transition Director		$ 1,000	Aug. 28, 2015	Training Calendar Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to access, utilize and interpret the Health Policies and Procedures in regards to the Performance Standards.	The Health Policies and Procedures will be discussed and how these apply to the Performance Standards.	Lucy Hernandez, RN Interim Health Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify all updates regarding Local and State 2015 Immunizations requirements and recommendations.	Participants will participate in discussion and ask questions on different scenarios regarding Local and State Health.	Patricia Garcia, TVFC Educator	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to recognize symptoms, assess the health concerns within their classroom and manage the different scenarios of Communicable Diseases in their classroom.	RN will explain and discuss topics in relation to Hidalgo County Head Start Program Performance Standards & Health Services Manual.	Lucy Hernandez, RN Interim Health Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to generate health reports utilizing the PROMIS program.	Participants will discuss and ask questions on the collection of health data for all health services including mental health.	Lucy Hernandez, RN Interim Health Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to describe the Medication Administration Protocol.	Participants will receive guidance and instruction on the storage and administration of medication to Children.	Lucy Hernandez, RN Interim Health Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be certified on First Aid and CPR procedures.	Participants will receive guidance and instruction to perform emergency first aid and CPR procedures.	Noemi Flores, Risk Management Specialist	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Field Operations						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to describe the policies and procedures in the area of *Transportation.*	A detailed presentation of the Performance Standards including future mandates will be conducted.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to describe the policies and procedures in the area of *Warehouse operation.*	A detailed presentation of the Performance Standards including future mandates will be conducted.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access and use local, state and federal standards relating to buildings and grounds.	An overview of the applicable standards will be presented and discussed as they apply to the requirements for facilities and playgrounds for children and staff.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Field Operations						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to prepare cleaners and chemicals used for sanitizing.	An overview of appropriate product application and applicable Performance Standards will be presented to the participants. The formulas for preparing cleaners and chemicals will be reviewed.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to follow the required office procedures and processing of required documentation for purchases.	A comprehensive explanation of departmental operating procedures will be made.	Oscar Palacios, Field Operations Director Oliver Solis, Transportation Coordinator			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to prepare and process the monthly supplies order request form.	Participants will participate in an overview of the standard procedure for determining on hand quantities, needs, ordering procedures and product implementation.	Oscar Palacios, Field Operations Director			Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Special Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the federal law (ADA) and the accommodation services it provides to individuals with disabilities.	An overview of the federal law will be presented to the staff. Handouts will be provided.	Maria Cordero TEAM PROJECT	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to generate accurate Special Services Report.	An overview of the Special Services Reports will be presented to the staff. Handouts will be provided to the staff.	Edna Snider, Interim Special Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Special Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the federal law (IDEA) and the services it provides to individuals with disabilities.	An overview of the federal law will be presented to the staff. Handouts will be provided.	Roy Ballesteros/Julia Longoria	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to administer the Speech Screening Tool to children in an effort to identify children who warrant further evaluation.	Participants will develop their skills in using this tool screener to evaluate if children's sound acquisition, voice and fluency is reflective of their developmental age. A copy of the Speech Screener will be provided to staff.	Pat Doria, MA, CCC-SLP Melody Kids Care	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

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Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Special Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to correctly complete a referral packet to LEA on children requiring evaluation.	The training will focus on the required data collection which is vital to the referral packet. Handouts will be provided to the staff.	Edna Snider, Interim Special Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
The participants will be able to describe the purpose of the ARD Meeting	The ARD training will cover the content and information discussed at the meeting. This will be presented to the staff via power point.	Edna Snider, Interim Special Services Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Finance						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to complete and submit reports on allowable in-kind contributions, complete and submit their Travel Expense Reports (excluding commuting miles) and follow procedures to secure and access their payroll information.	Participants will be presented the steps on how to complete the Certificate of In-Kind Report and the Local Travel Expense Report. They will also develop a better understanding of the importance of retaining payroll records and will be reminded to submit any changes to their personal information to Human Resources (HR) AND Payroll/Finance Department.	Elma P. Keller, Chief Financial Officer	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to apply the information in the Procedures Manual to their daily instructional processes and center activities.	Participants will be engaged in the whole group discussion and become able to relate and apply applicable standards and guidelines.	Homero Carrera, Education Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access and implement the Performance Standards and the School Readiness Plan	Participants will be able to recognize the connection between Performance Standards, School Readiness Plan and Education services program plan.	Homero Carrera, Susie Saenz, Hector Guerra Nadia De Leon Education Directors	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to write comprehensive lesson plans addressing the unique needs of each child.	The participants will review the lesson plan format and its content which reflect the individual needs of the children.	Susie Saenz, Education Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to integrate and categorize children's data by entering information into the PROMIS system.	Participants will establish a new and effective tracking system of children's data to encourage parents to be full partners in the education of their children as indicated on Performance Standard 1304.40(i)(2)	Nadia De Leon, Education Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to analyze and utilize data collected from the LAP-D Profile Report to individualize instruction and record progress.	Participants will utilize the Red-e-learner Website and run reports from the website. They will have an opportunity to analyze the LAP-D Classroom Profile Report, the Dual Language Checklist and the Social Emotional Checklist. They will identify individual objectives and classroom objectives using LAP-D Assessment results. Staff will be able to ask questions and discuss concerns to secure information needed.	Nadia De Leon, Education Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the Texas Department of Family and Protective Services- Child Care Licensing Minimum Standards Updates.	Participants will review the minimum standards and the importance of full compliance with the standards will be emphasized. An analysis of the weight designated for each deficiency will be made. The staff will have an opportunity to ask questions and discuss concerns.	Helen D. Meave, Compliance, Accountability & Monitoring Director	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will acquire strategies to implement the Dual Language Program	Participants will explore different strategies that will assist them in working with Dual Language Learners	Anabel Castillo Ofelia Venegas PSJA ISD Teachers	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to describe Best Practices in Early Childhood classrooms	Participants will have an opportunity to analyze, discuss and review Best Practices used when working with young children.	Lizet Valenciana, MLS	1. PC 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to plan and implement a program to engage children and families in reading.	Participants will be introduced to different strategies to encourage parents into making their reading time a home more purposeful and more fun.	HCHSP Teachers Center Managers	1. Books		On Going	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to implement all the components of the Frog Street Curriculum.	Participants will have an opportunity to engage in discussion and hands on activities using the Frog Street Curriculum	Lisa Steinbauer, Frog Street Consultant	1. PC 2. Power Point Presentation 3. Frog Street Curriculum		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify and define the C.L.A.S.S. domains and dimensions and utilize their information to assess classroom quality.	Participants will engage in discussion activities and video exemplars to acquire a strong theoretical and research based foundation regarding relationship building between teacher and child.	Helen Meave, C.L.A.S.S. Trainer	1. PC 2. Power Point Presentation	$ 65,000	Pre-Service On-Going	Training Calendar Survey Evaluation

Hidalgo County Head Start Program

Training and Technical Assistance - Practiced Based Coaching Plan

The Hidalgo County Head Start Program is committed to utilize and promote evidence-based teaching and learning practices to achieve our School Readiness goals and the best outcomes for our children. Our intention is to ensure that effective teaching and learning practices become everyday practices by utilizing the Head Start Early Learning Outcomes Framework Ages Birth to Five.

For 2015-2016, we are prepared to integrate the use of our expanded Practice-Based Coaching (PBC) plan to support teachers in the implementation of effective practices/behaviors and to address CLASS needs individually and directly through a more comprehensive and cyclic professional development approach. It is a process, according to OHS, that has shown promise for supporting our teachers in the "use of effective teaching practices which will lead to positive outcomes for children". There are three components included in the cycle: 1) Planning goals and action steps; 2) Engaging in focused observation; 3) Reflecting on and sharing feedback about teaching practices. The model is research based and experience base as defined by the National Center on Quality Teaching and Learning. This Plan incorporates the use of peer coaching approach to improve teachers' performance in CLASS beginning with half of our centers the first year and the

other half the following year. The Program has invested in getting two staff members to become CLASS certified trainers through Teachstone. This has made it possible for us to increase the number of CLASS reliable staff and to meet the goals for our PBC Plan. Currently fifty-five (55) program staff members are CLASS reliable. Our PBC Plan is a multi-year Plan which began year one implementation in PY 2015-2016. Objectives for year one are as follows: 1) To secure Trainers of Trainers; 2) To identify and select a coach for every 6 to 8 teachers in designated coaching sites; 3) To provide training for the peer coaches and assist them to become CLASS reliable; 4) To assist coaches in the development of coaching competencies through specific training modules; 5) To develop a Calendar of Coaching Activities; 6) To implement Activities; 7) To report on desired outcomes and to review and update them regularly and revise the individual teacher professional growth plans and the overall program plan for Year Two and subsequent years; 8) To expand the plan to secure the additional CLASS reliable staff to meet the coach/teacher ratio listed in Objective 2. Through the Plan specific CLASS behaviors/practices will be targeted based on individual needs and when the desired change is accomplished and teachers internalize and use the desired practices intentionally, the desired children outcomes will follow.

Practice Based Coaching Plan Year One 2015-16

Program Goal: To improve teacher performance in CLASS: Emotional Support

Objective 1: To secure trainers of trainers to address the need for CLASS reliable coaches.

Expected Outcome(s): Teachers will demonstrate a Standard of Excellence Performance-Level 6 or higher in Emotional Support

Action/Strategy	Person(s) Responsible	Timeline	Tools/Evidence
1. Identify CLASS reliable staff to become trainers of trainers.	Assistant Program Directors, Executive Director	Spring 2015	Train the Trainer Certificate Records of Attendance
2. Allocate funds for training of trainers.	Assistant Program Directors, Executive Director	Spring 2015	Training and Technical Assistance (T&TA) Budget
3. Request training slots, secure schedule and participate in training and meet criteria for trainer certification.	Assistant Program Director, Selected participants for training	Spring 2015, Fall 2015, Spring 2016	Attendance information from Teachstone

Practice Based Coaching Plan Year One 2015-16

Program Goal: To improve teacher performance in CLASS: Emotional Support

Objective 2: To identify and select a coach for every 6 to 8 teachers in designated coaching sites (centers).

Expected Outcome(s): Teachers will demonstrate a Standard of Excellence Performance-Level 6 or higher in Emotional Support

Action/Strategy	Person(s) Responsible	Timeline	Tools/Evidence
1. Develop criteria for selection of coaches.	Education Department Staff	Spring 2015	Selection Criteria Checklist, List of Coaches
2. Secure commitment for participation in Practice Based Coaching.	Education Department Staff	Spring 2015	Commitment Letter on file
3. Select twenty coaching sites.	Education Department Staff	Spring 2015	List of Coaching Sites
4. Budget for CLASS reliability expenditures and for compensation for Coaching activities/stipends.	Assistant Program Directors, Executive Program Director, Chief Financial Officer	Fall 2015	2015-16 Budget Plan

Practice Based Coaching Plan Year One 2015-16

Program Goal: To improve teacher performance in CLASS: Emotional Support

Objective 3: To provide training for the peer teacher coaches and assist them to become CLASS reliable.

Expected Outcome(s): Teachers will demonstrate a Standard of Excellence Performance-Level 6 or higher in Emotional Support

Action/Strategy	Person(s) Responsible	Timeline	Tools/Evidence
1. Schedule and conduct CLASS reliability training for peer teacher coaches.	CLASS Trainers, Assistant Director	Spring 2015	Roster of attendance, Registration with Teachstone
2. Individual coaches will schedule and participate in reliability assessment.	Coaches	Spring, Summer, Fall 2015	Reliability Certification
3. Conduct review sessions for coaches who or may need assistance prior to 2nd and 3rd assessment.	Training of Trainers	Spring, Summer, Fall 2015	Attendance Records, Individual Certificates

Practice Based Coaching Plan Year One 2015-2016

Program Goal: To improve teacher performance in CLASS: Emotional Support

Objective 4: To assist coaches in the development of coaching competencies through specific training modules.

Expected Outcome(s): Teachers will demonstrate a Standard of Excellence Performance-Level 6 or higher in Emotional Support

Action/Strategy	Person(s) Responsible	Timeline	Tools/Evidence
1. Module 1: Overview of Practice-Based Coaching (PBC)	ECE Specialist, Education Department Staff	Spring 2015	Resources provided by ECE Specialist Attendance Rosters
2. Module 2: CLASS Reliability Training	Trainers of Trainers	Spring 2015, Fall 2015	CLASS Reliability Resources Attendance Rosters Certificates of Reliability
3. Module 3: Other Competencies • Observation/Feedback Process • Interpersonal Relationships • Prof. Development Planning	Trainer of Trainers, Education Department Staff	Prior to First Observation	Attendance Rosters Resources from ECE Specialist ECLKC Coaching resources Other Resources

Practice Based Coaching Plan Year One-2015-2016

Program Goal: **To improve teacher performance in CLASS: Emotional Support**

Objective 5: **To develop and implement Calendar of Coaching Activities**

Expected Outcome(s): **Teachers will demonstrate a Standard of Excellence Performance-Level 6 or higher in Emotional Support**

Action/Strategy	Person(s) Responsible	Timeline	Tools/Evidence
1. Calendar of Activities will be developed.	**Assistant Director**	**September 2015**	**Calendar**

Practice Based Coaching Plan Year One-2015-2016

Program Goal: To improve teacher performance in CLASS: Emotional Support

Objective 6: To report outcomes, review and revise Coaching Plan

Expected Outcome(s): Teachers will demonstrate a Standard of Excellence Performance-Level 6 or higher in Emotional Support

Action/Strategy	Person(s) Responsible	Timeline	Tools/Evidence
1. Teacher CLASS Performance Report will be prepared.	Education Area Director Assigned	After each CLASS Observation	Teacher CLASS Performance Report
2. A yearly report will be prepared ▪By Teacher ▪By Center ▪By Program	Education Area Director Assigned	May 2016	Annual Report on CLASS

AI-51168 **Head Start** **18. B.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion, Approval and Appointment of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning October 2015

BACKGROUND

45CFR Chapter XIII, 1304.50(b)(1)-(b)(7)

Fiscal Impact

Attachments

Community Representatives

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:11 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Linda Galaviz		Started On: 09/01/2015 10:36 AM
Final Approval Date: 09/11/2015		

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Grantee Board Members (Commissioners' Court Members)

FROM: Teresa Flores, Executive Director

SUBJECT: Community Representatives Appointments

DATE: September 2, 2015

In accordance with Head Start Performance Standards and the Hidalgo County Head Start Program Policy Council By-Laws, the Hidalgo County Commissioners' Court must nominate five (5) Community Representatives, one by each member to serve on the Hidalgo County Head Start Policy Council annually for limited terms of **"no more than three (3) years" (By-Laws, Article 5, Section 6).**

Your appointment for the 2015-2016 service year must be placed on Commissioners' Court Agenda for official action and approval. Your attention to this matter is greatly appreciated.

The current members on the Policy Council serving as Community Representatives nominated by the Grantee Board (Commissioners' Court) are as follows:

Commissioners' Court (Grantee Board Members)	Current Community Representatives	Years of Services
Ramon Garcia, County Judge	Dr. Martin "Doc" Castillo	1
A.C. Cuellar, Jr. Commissioner, Pct. 1	Eva Watts	2
Eduardo "Eddie" Cantu Commissioner, Pct. 2	Pete Garcia	2
Joe M. Flores Commissioner, Pct. 3	Rebecca Villarreal	2
Joseph Palacios Commissioner, Pct. 4	Rebecca Solis	1

Source: Policy Council By-Laws
Article V, Section 1, B. "Five (5) of the members, who shall be known as the Community Representatives, shall be recommended by the Commissioners' Court (Grantee Board) and subject to approval by the Policy Council elected parents."

Article V, Section 6. "The terms of office for all Policy Council members shall be one (1) year, Mid-October to Mid-October, or until the new Policy Council member is formally installed, as per Article V, Section 3, Policy Council Members, Alternates and Community Representatives terms shall be limited to no more than three (3) years. Terms shall be limited to no more than three (3) years in any combination of service, whether Alternate, Parent Representative or Community Representative and terms need not be held in consecutive years."

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(continued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-51169 **Head Start** **18. C.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion, Approval to Submit the Following 2016 Budget Applications:
a. Department of Health and Human Services (DHHS)
b. Texas Department of Agricultural (TDA)

BACKGROUND

Policy Council Approval: 09.14.15

Fiscal Impact

Attachments

BUDGETS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 04:21 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Linda Galaviz		Started On: 09/01/2015 10:43 AM
Final Approval Date: 09/11/2015		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: September 14, 2015

SUBJECT: Discussion/Approval to Submit the Following 2016 Budget Applications:
a. Department of Health and Human Services (DHHS)
b. Texas Department of Agriculture (TDA)

RATIONALE/NEED: Every year the Program must submit the Continuation Budget Application and the Texas Department of Agriculture budget application in order for the Program to continue providing comprehensive services to the children and their families.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum, DHHS and TDA Budgets

****

INITIATED BY: Edmundo Garcia, Assistant Director for Operations

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

ADMINISTRATION FOR CHILDREN & FAMILIES

Office of Head Start | Region VI | 1301 Young Street, Room 937, Dallas, TX 75202 | www.eclkc.ohs.acf.hhs.gov

July 17, 2016

Ramon Garcia, County Judge
HIDALGO COUNTY HEAD START PROGRAM
P.O. Box 0117
Edinburg, TX 78540

Re: Grant No. 06CH0183

Dear Mr. Garcia:

Your organization was notified by the Office of Head Start that the current budget period for the Head Start and/or Early Head Start grant will be extended from 12/31/2015 through 6/30/2016. The application for the extension of the budget period for the Head Start and/or Early Head Start grant is due 10/1/2015. This letter provides guidance on the requirements for submission of the application. Funding is contingent upon the availability of federal funds and satisfactory performance under the terms and conditions of the Head Start grant in the current budget period.

Public Law 113-235, enacted December 16, 2014, established the appropriation for the Head Start program for Fiscal Year (FY) 2015. Until the appropriation for the Head Start program for FY 2016 is enacted, the funding levels set in FY 2015 are used for planning purposes. The following table reflects the projected funding and enrollment levels for the Head Start and/or Early Head Start grant in FY 2016.

Common Accounting Number (CAN)	Projected Funding	Funded Federal Enrollment
G064122 – Head Start Program Operations	$25,512,470	3690
G064120 – Head Start Training and Technical Assistance	$276,833	
G064125 – Early Head Start Program Operations	$0	0
G064121 – Early Head Start Training and Technical Assistance	$ 0	
TOTAL	**$25,789,303**	**3690**

To determine the prorated amount of the annual budget that will be made available for services from 1/1/2016 through 6/30/2016, the application must contain a budget for 12 months of operations. The application must be prepared in accordance with the instructions in Information Memorandum ACYF-IM-HS-00-12, dated April 25, 2000. This information is available electronically at the following link: http://eclkc.ohs.acf.hhs.gov/hslc. For the purposes of this application, an abbreviated application that contains budget information, describes the progress being made toward community needs and objectives, and explains any proposed changes to the Head Start and/or Early Head Start program options, delegate agencies, enrollment, and

organizational structure is required. Please review ACYF-IM-HS-00-12, the attached instructions, and this guidance carefully prior to preparing the application.

The application must be submitted using the Standard Form 424 (SF-424), Application for Federal Assistance. The application must be submitted electronically in the Head Start Enterprise System (HSES) at https://hses.ohs.acf.hhs.gov/hsprograms. The Administration for Children and Families will no longer accept a hard copy of the application. Please select the Financials tab in the HSES and then select the Application tab to complete the application. Reference materials can be found in the "Instructions" section of the HSES. For further assistance, please contact help@hsesinfo.org or 1-866-771-4737.

The application must contain the proposed budget, budget justification, and program narrative. Breakouts must be provided on the SF-424A, Budget Information – Non-Construction Programs, for the distribution of funds by object class categories. The proposed budget must support all program costs, both direct and indirect costs, if appropriate. In Section B of the SF-424A, use a separate column to reflect the amounts by object class categories for operations and training and technical assistance (T/TA) funds for Head Start and/or Early Head Start. Section D, Forecasted Cash Needs, of the SF-424A must accurately reflect the funds needed for each quarter of the year based on the expected outlays and timing of operational expenditures. A separate SF-424A must be submitted for each delegate agency. **Incomplete applications will not be processed.**

Long Range Goals and Objectives

The application must provide, as part of the goals and objectives of the program, a description of program goals for improving the school readiness of children. School readiness goals, as defined in 45 C.F.R. § 1307.2, articulate the expectations of children's status and progress across domains of language and literacy development, cognition and general knowledge, approaches to learning, physical well-being and motor development, and social and emotional development that will improve their readiness for kindergarten.

The application must contain a description of the following:

- The program's goals and progress in aligning the goals with the Head Start Child Development and Early Learning Framework, State early learning guidelines, and the requirements and expectations of the schools, to the extent they apply to the ages of children, birth to five, participating in the program.

- The child assessment system used by the program to collect information about children's development in combination with parents and families and how the program uses or plans to use that information to individualize instruction and learning.

- The key findings from aggregating the child assessment data, how that information helped identify patterns of progress and areas where improvement is required, and how progress toward meeting school readiness goals is shared with parents and the community.

The application must also contain an update of the summary of findings of the community assessment. Further, the application must identify any proposed program improvements or changes to the program design based on the aggregation and analysis of individual child-level assessment data, the community assessment, and the results of the self-assessment. Additionally, a breakout of the proposed enrollment levels for each county within the approved

service area as well as the results of the annual self-assessment and the improvement plan must also be submitted with the application.

Development of the Training and Technical Assistance (T/TA) Budget

The T/TA plan must assure sufficient resources are devoted to address all T/TA needs, support school readiness goals, ensure staff are qualified, and provide quality and comprehensive services to all enrolled children and families. The application must include the T/TA plan and an accompanying narrative on the T/TA needs. The T/TA plan must address the results of the self-assessment and identify resources to implement the improvement plan.

Grantees with identified areas of noncompliance and/or deficiencies should invest appropriate resources to assure correction is achieved. If the direct funding for T/TA is not sufficient to meet all of the identified needs in the annual T/TA plan, operational funds available in the annual grant award may be used.

Approvals

Approval of the application by the Governing Body and Policy Council is required. Signed statements by the Governing Body and Policy Council Chairs attesting to the approval of the application and the minutes documenting each group's participation in the development and approval of the application must be submitted. If the Policy Council has not approved the application, a letter from the Policy Council indicating its reasons for withholding approval is required.

Submission Information

The application must be submitted electronically on behalf of the Authorized Official registered in the HSES. A checklist is enclosed to assist in ensuring the application contains all of the required information.

If you have any questions or need assistance, please contact Michelle Helmke, Head Start Program Specialist, at (214) 767-8852 or michelle.helmke@acf.hhs.gov or Gerald Scroggins, Grants Management Specialist, at (214) 767-8703 or gerald.scroggins@acf.hhs.gov. Thank you for your cooperation and timely submission of the grant application.

Sincerely,

Kimberly Chalk
Regional Program Manager
Office of Head Start

Enclosure

cc: Teresa Flores, Executive Director/Head Start Director

Head Start Grant Application Checklist

Please be sure the following items are included in the application package in the Head Start Enterprise System (HSES).

If the grant application includes a request for a reduction in enrollment due to conversion from Head Start to Early Head Start services (with the exception of American Indian and Alaskan Native grantees) or conversion from part-day to full-working day services, please include a cover letter along with the rationale for requesting consideration for such approval.

For completion of the abbreviated application, refer to **Information Memorandum ACYF-IM-HS-00-12**, dated April 25, 2000. The Information Memorandum and Program Instruction are available on the Early Childhood Learning and Knowledge Center (ECLKC) at http://eclkc.ohs.acf.hhs.gov.

1. **Grant Applications** (via the web at https://hses.ohs.acf.hhs.gov/hsprograms):
   - Separate application tabs are required for both Head Start and Early Head Start programs. ☐
   - A separate application is required for each delegate agency. ☐
   - SF-424 – The application is submitted and signed electronically on behalf of the registered Authorized Official. Scanned, signed and uploaded SF-424 forms are no longer necessary. ☐
   - SF-424A
     - A breakout of amounts by object class categories for Head Start and Early Head Start operations and training/technical assistance; and ☐
     - The forecast of cash needs by quarter based on anticipated outlays. ☐
   - SF-424B, Assurances – Non-Construction Programs ☐

2. **Submission Requirements:**
   - An abbreviated application is required. ☐

3. **Program Schedule:**
   - The Program Schedule must contain the projected funded enrollment by program option for Head Start and/or Early Head Start that can be supported with the projected funding level. ☐

4. **Long Range Goals and Objectives**, describing the following:
   - The program's long range goals and shorter term program objectives; ☐
   - The program's school readiness goals and progress in aligning the goals with the Head Start Child Development and Early Learning Framework, State early learning guidelines, and the requirements and expectations of the schools; ☐
   - The child assessment system used to collect information about children's development in combination with parents and families and how the program uses or plans to use that information to individualize instruction and learning; ☐
   - The key findings from aggregating the child assessment data, how that information helped identify patterns of progress and areas where improvement is required, and how progress toward meeting school readiness goals is shared with parents and the community; and ☐
   - Any proposed program improvements or changes to the program design based on the aggregation and analysis of individual child-level assessment data, the community assessment, and the results of the self-assessment. ☐

5. **Program and Budget Narratives**, describing the planned uses of the funds and demonstrating the following for ***each grantee and delegate***:
   - The amount and intended use of the funds by object class category for program operations and training/technical assistance; ☐
   - A projection of the amounts and sources of the non-federal share match requirement (cash and/or in-kind); and ☐
   - Copy of approved Indirect Cost Rate Agreement, if applicable. ☐

6. **Training and Technical Assistance Plan** ☐

7. **Results of Self-Assessment and Improvement Plan** ☐

8. **Signed Governing Body and Policy Council Approval Statements and Meeting Minutes:** ☐
   - A letter from the Policy Council indicating its reasons if approval is withheld.

Hidalgo County Head Start
MEMORANDUM
"Children first..."

Date: September 09, 2015

To: Hidalgo County Policy Council
Hidalgo County Commissioners' Court

From: Teresa Flores, Executive Director

C.C: Edmundo Garcia, Assistant Program Director
Nora Munoz, Assistant Program Director
Elma Keller, Chief Financial Officer

Subject: 2016 Budget (Health and Human Services Dept.)
2016 Budget for Nutrition (Texas Department of Agriculture)

The Hidalgo County Head Start Program (HCHSP) utilizes funding from the Administration for Children and Families, Department of Health and Human Services and the Texas Department of Agriculture to provide services to 3,690 children in Hidalgo County. Both budgets are attached for your consideration.

HCHSP is submitting a Funding Application for approval under Grant No.O6CH0183 to the Administration for Children and Families, Department of Health and Human Services for $25,789,303. This application is to extend the Head Start funding from 12/31/2015 to 6/30/2016 as per their letter dated July 17, 2015 (see letter attached). As per instructions HCHSP is submitting a 12 month budget for the period of 01/01/2016 to 12/31/2016.

HCHSP has also prepared the reimbursement grant application for approval under the Child and Adult Care Food Program to the Texas Department of Agriculture totaling $3,132,791 for nutritional services.

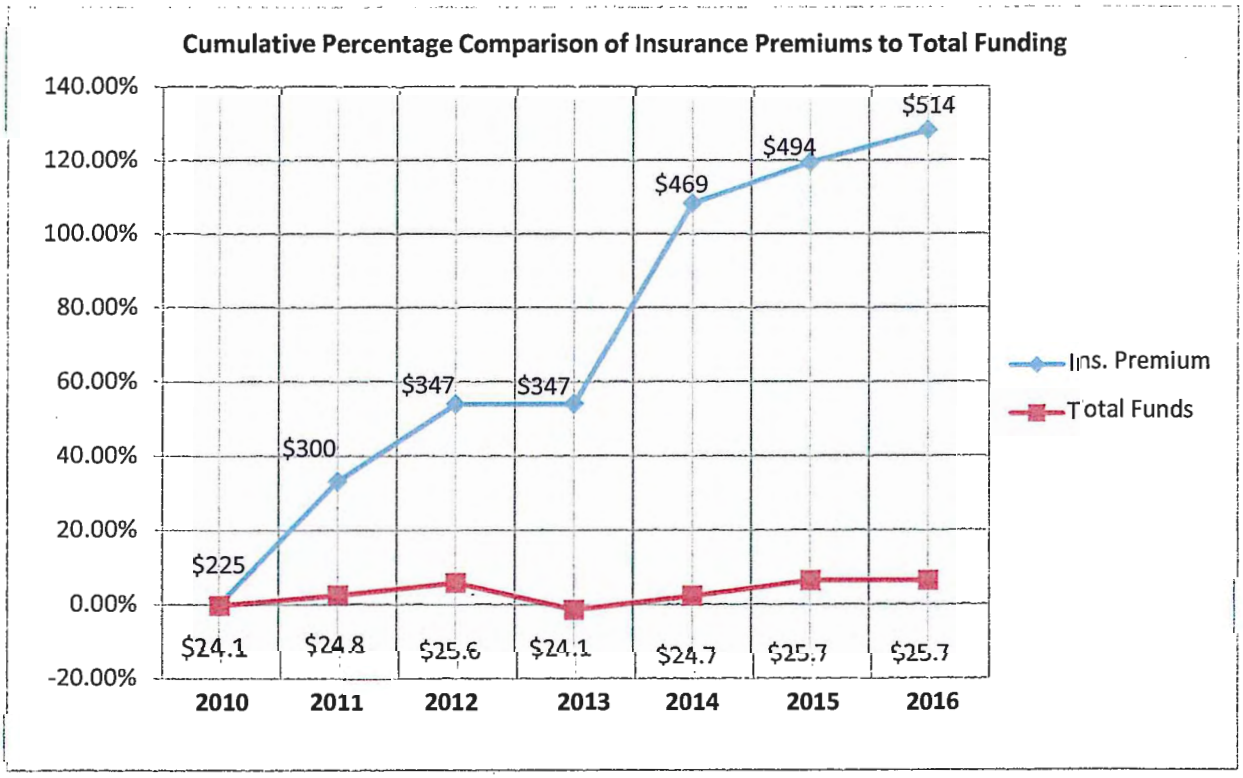
The Major Cost categories and description of relevant variances from 2015 to 2016 for both funds are detailed below for your review and approval.

Health and Human Service Head Start Grant
Salaries $16,483,601
The salary category contains funding for 758 Head Start positions, a reduction of 45 positions when compared to 2013 levels as a result of streamlining systems and efficiency measures taken over the past years. (See Yearly Budgeted Positions Report). Salaries represent 64.6% (excluding Fringe Benefits) of the entire Program budget, requiring close monitoring and constant analysis. This year once again the Program has managed to continue to streamline responsibilities and reduce

personnel, without impacting services, by another 8 positions. An additional 3% of the cost of personnel responsible for food serving and handling duties was charged to TDA; resulting in a net decrease of $59,238 in the Salaries category. Duties and responsibilities were reviewed, analyzed and realigned for optimum service delivery benefits. This effort also brought about a reclassification of some positions and the upgrading of the position for Director for Curriculum and Instruction to an Administrator for Education. This is a critical position which will provide supervision and leadership for all Education Area Directors and reinforce curriculum design and implementation that conforms to the Head Start School Readiness Initiative. This position will also be responsible for the implementation of the Practice Based Coaching Plan (PBC) to improve CLASS standings as well as other effective teaching practices as we address the Designation Renewal System (DRS) requirements.

Fringe Benefits $6,865,783

This category represents 27% of the entire Program Budget, as with salaries HCHSP closely monitors and analyses this category throughout the year. This budget category has continued to increase since 2010 due to medical premium rates, while our total funding has remained relatively flat. In 2010 it was costing the Program $225.00/employee/month to provide health insurance for the employees, in 2016 the estimate is at $513.75/employee/month. The cumulative percentage increase compared to total funding, is reflected in the graph below.



In 2015 medical premiums increased from $469 to $494/employee/month or an increase of 5.3% from 2014, adding $207,131 in costs to fringe benefits. The rate increase was not finalized until the funding application had been submitted and all funding had been fully allocated (10/01/2014). In order to address this increase, administration proposes to use the estimated year-end fund balance in 2015 of approximately $248,713 (See attached 2015 Budget to Actual Analysis) to cover

the additional medical premiums costs. A year-end fund balance is a yearly occurrence, which HCHSP manages in order to maximize all federal dollars. This primarily happens as a result of funded vacancies throughout the year and the time required filling these vacancies. In previous years HCHSP has used this balance to purchase instructional materials/curriculum, surveillance cameras, playground, equipment and computers, with the approval of the Policy Council and Grantee Board.

Since, the Program has been asked to apply for the same level of funding for 2016 and the medical premium increases will have to be included in the budget, HCHSP propose to include in the Training and Technical Assistance allocation the partial function costs of the staff/professional development operation, and the costs of our internal professionals - Education Directors and Staff Development Director who perform the roles of educational guides to the teaching staff for purposes of professional development and to address Program needs. They organize both formal and informal mentoring. They are responsible for staff development for large and small groups. They interact one-on-one with staff to help them reflect on their practice and connect research and theory to their work. This action will align salaries and fringe benefits costs to the Training and Technical Assistance line item by $207,131 to better capture the true costs directly attributed to this category.

Equipment $0
This category captures expenditures for major equipment ($5,000 or above as per Federal Regulations) shows a decrease of $61,600 when compared to 2015. This year the Program is not planning to order major equipment, such as vehicles. The Program has reclassified $15,000 from this category to Small Equipment under the "Other" category, to focus on replacing older air conditioning units as they become obsolete and unrepairable.

Supplies $585,339
This category reflects a net decrease of $23,263 primarily due to a realignment of budgeted costs to actual year to date costs.

Other $1,854,580
This category shows an anticipated net expenses reduction of $49,601. The savings in this category are attributable to the continued shifting of classrooms to the relocation of classroom to areas of greater need. This initiative has had the beneficial effect of reducing costs in rental expense, in spite of the small increase in center space due to changes in our 15 year $10 and $12 yearly leases. The costs of utilities and local travel have also benefited from center relocations. In addition the Program continues to streamline processes which have also reduced costs in disability services, mental health and medical services as more children and families are linked to medical homes and become eligible for Medicaid services. Printing services has also been reduced in anticipation of a more organized process of ordering annual forms. This category shows a reclassification of $25,000 to the Small Equipment subcategory, which includes $15,000 from equipment in order to more accurately account for the purchase of air conditioning units. This change also

makes it possible to differentiate between these expenditures and regular equipment purchases, as per grant requirements. Training and Technical Assistance funding is also included in this category at the same funding level as in previous budgets.

The Head Start Grant requires a twenty percent (20%) non-federal match which as always, will be met through in-kind contributions provided by parents, families and community partners, allowable under the Head Start Act. Volunteers spend time in the classrooms assisting teachers, assisting with meals, reading to the children as parents continue the Head Start experience at home with curriculum oriented activities. Community partners provide rent-free classroom space as well as classroom supplies and materials. School districts also have provided free and low-cost classroom space in addition to teachers, furniture, computers and materials and supplies. This year's Non-Federal match will equal $6,447,326, $4,450,330 will be available from donated land and discounted classroom space (see attached Appraisal Report) and the difference $1,996,996, will be matched by parents' home activities and volunteer services and by the cost of school districts teachers assigned to our classrooms.

This application reflects the Program's resolve to efficiently use Federal dollars with local resources and provide services to the neediest of our community.

Texas Department of Agriculture
Funding For Nutritional Services

The application for food services to the **Texas Department of Agriculture (TDA)** for FY2015 (10/1/2015 to 9/30/2016) for reimbursement under **The Child and Adult Care Food Program** is in the amount of **$3,132,790**. This application reflects an estimated increase in reimbursement of $75,527 due to an upward adjustment in the rate of reimbursement from $5.667 to 5.807 per child/per day.

The major Cost categories are as follow:

Salaries $985,061. This category includes the salary costs for 26 employees (refer to attached "Yearly Budgeted Positions" report). The increase of $27,677 when compared to FY 2015 reflects and additional cost for 42% of personnel responsible for handling food and serving meals at the centers. This budget includes an additional 3% of those salaries when compared to 2015.

Fringe Benefits $468,696. The variance of $42,914 reflected in this category is primarily due to the increase in health insurance premiums. However, unlike the Head Start grant, this funding stream is based on a reimbursement rate that increases yearly, and on the average daily attendance (ADA) increases, making any fluctuations in budgeted costs easier to absorb.

Food Cost $1,305,383. This line item captures all food costs related to the production of meals. The increase in this line item of $16,026 reflects a slight anticipated increase in the overall cost of food.

Total Operating Expenses $1,679,033. This category represents a net decrease of $4,708 when compared to the previous year budget. HCHSP is not planning on purchasing any vehicle this year as some vehicles have been replaced during the past 3 years. The Program does plan to invest in new equipment for the kitchens. The Program also anticipates savings in equipment maintenance, vehicle maintenance and fuel as a result of replacing vehicles in previous years and equipment in the next budget cycle. The Training and Technical Assistance subcategory also shows a reduction as we realign budgeted cost to actual year to date expenditures.

More detailed changes impacting all other line items are reflected in the attached Budget Analysis for review and discussion.

Hidalgo County Head Start Program

2016 Budget Analysis

Description	2015 Approved Budg	2016 Proposed Budg	Variance	Comments/Notes
Salaries/Fringes				
Salaries	16,705,464.00	16,646,225.67	(59,238.33)	Reclassification of positions
Fringes/Pension Costs	6,509,456.00	6,910,289.81	400,833.81	Increase in Fringe Benefits and 4% Health Ins increase
Salaries paid from T&TA		(207,131.34)	(207,131.34)	Program trainers paid from T&TA
Total Salaries/Fringes	**23,214,920.00**	**23,349,384.15**	**134,464.15**	
Out of TownTravel	-	-	-	
Equipment (Over $5K)				
Equipment	15,000.00	-	(15,000.00)	Reclassified to small equipment
Vehicles	46,600.00	-	(46,600.00)	Not ordering vans
Total Equipment	**61,600.00**	**-**	**(61,600.00)**	
Supplies				
Office	69,700.00	79,200.00	9,500.00	Reclassified postage with office supplies
Postage	10,000.00	-	(10,000.00)	Reclassified postage with office supplies
Classroom	194,062.00	194,062.00	-	
Maintenance	184,483.00	184,483.00	-	
Janitorial	75,000.00	62,236.85	(12,763.15)	Realigned expenditures with actual costs
Medical	8,007.00	8,007.00	-	
Playground	10,000.00	-	(10,000.00)	Will not be ordering playground equipment
Operational	57,350.00	57,350.00	-	
Total Supplies	**608,602.00**	**585,338.85**	**(23,263.15)**	
Other				
Center Space	147,911.00	169,397.00	21,486.00	Rent incr:Edbg III,Donna IV;Mc IV, Mercedes I & 2
Telephone	261,200.00	261,200.00	-	
Utilities	488,937.00	450,000.00	(38,937.00)	Closed Vine Terrace, Elsa-replaced old AC units
Local Travel	77,400.00	49,200.00	(28,200.00)	Realigned expenditures with actual costs
Professional Services	92,500.00	92,500.00	-	
Dental Serv	10,000.00	1,000.00	(9,000.00)	More children qualify for medicaid services
Disability Serv	5,000.00	4,800.00	(200.00)	Realigned expenditures with actual costs
Mental Health	29,000.00	29,250.00	250.00	Realigned expenditures with actual costs
Medical Serv	2,000.00	1,000.00	(1,000.00)	More children qualify for medicaid services
Printing Center	33,900.00	28,900.00	(5,000.00)	Realigned expenditures with actual costs
Insurance	215,000.00	202,000.00	(13,000.00)	Employee Liab Ins rates decreased
Vehicle Maintenance	95,000.00	95,000.00	-	
Fuel	125,000.00	125,000.00	-	
Equip. Repair	43,500.00	43,500.00	-	
Equip. Rental	1,000.00	-	(1,000.00)	Equipment will not be rented
Small Equipment	-	25,000.00	25,000.00	Reclassified from Equipment to Small Equipment
CDA/ T.T.A.	276,833.00	276,833.00	-	
Total Other	**1,904,181.00**	**1,854,580.00**	**(49,601.00)**	
Total Budget	**25,789,303.00**	**25,789,303.00**	**(0.00)**	

Texas Department of Agriculture (TDA)
Budget Analysis

Description	2015-2016	2016-2017	Difference	Comments/Notes
Salaries/Fringes				
Salaries	957,383.44	985,060.96	27,677.52	Absorbing 42% of custodians salaries in 2015-2015
Fringes/Pension Adm Costs	425,782.75	468,696.52	42,913.77	Increase in Fringe Benefits / 4% Health Insurance Increase
Total Salaries/Fringes	**1,383,166.19**	**1,453,757.48**	**70,591.29**	
Food	1,289,357.25	1,305,383.24	16,025.99	
Supplies and Equipment				
Equipment	23,323.00	-	(23,323.00)	Will not be purchasing vehicles in 2016
Non-Food Supplies	158,149.98	184,000.00	25,850.02	Purchasing 2 double deck ovens, 1 refrigerator, and 2 DVR's
Office Supplies	6,499.80	7,499.80	1,000.00	Purchasing shelving and office supplies
Purchased Services				
Equipment Maintenance	34,998.48	30,000.00	(4,998.48)	New equipment on hand; less maintenance required
Vehicle Maintenance	5,650.00	4,650.00	(1,000.00)	Costs have decreased with the purchase of new vehicles
Vehicle Fuel	25,000.00	20,000.00	(5,000.00)	Fuel costs have decreased with the purchase of new vehicles
Utilities	85,999.92	85,999.92	-	
Telephone	9,500.40	9,500.40	-	
Subscriptions	2,000.00	2,000.00	-	
Printing	2,300.00	2,000.00	(300.00)	Realigned expenditures with actual costs
Media Costs				
Organization Costs				
Local Travel	3,999.96	3,999.96	-	
T & TA	27,546.59	24,000.00	(3,546.59)	Realigned expenditures with actual costs
Total Operating Expenses	**1,674,325.38**	**1,679,033.32**	4,707.94	
Total Budget	**3,057,491.57**	**3,132,790.80**	**75,299.23**	***Rate per meal increased from $5.6675 to $5.8075 for 2015-2016.***

Reimbursement Formula:

172 Service Days x 3,690 Children x 85% ADA x $5.8075 Reimbursement Rate = $3,133,018.48 - $227.68 per TDA formula = $3,132790.80)

Reimbursement Rate is Calculated as follows:

Breakfast	1.66
Lunch	3.07
Snack	0.84
Cash-in-Lieu of Commodities:	0.2375
Reimbursement Rate	**5.8075**

Hidalgo County Head Start Program
2015 Budget to Actual YTD Analysis

Description	2015 Approved Budg	2015 Actual Exp	2015 YTD Balance	2015 Year End Est.	2015 Over/(Short)	2015 Realigned Budget
Salaries/Fringes						
Salaries	16,705,464.00	10,189,483.73	6,515,980.27	6,089,000.00	426,980.27	16,278,483.73
Fringes/Pension Costs	6,509,456.00	4,250,722.78	2,258,733.22	2,437,000.00	(178,266.78)	6,687,722.78
Total Salaries/Fringes	**23,214,920.00**	**14,440,206.51**	**8,774,713.49**	**8,526,000.00**	**248,713.49**	**22,966,206.51**
Out of TownTravel	-		-			
Equipment (Over $5K)						
Equipment	15,000.00		15,000.00	-	15,000.00	-
Vehicles	46,600.00	42,980.00	3,620.00	-	3,620.00	42,980.00
Total Equipment	**61,600.00**	**42,980.00**	**18,620.00**	**-**	**18,620.00**	**42,980.00**
Supplies			-			
Office	69,700.00	41,891.72	27,808.28	14,692.44	13,115.84	56,584.16
Postage	10,000.00	9,897.73	102.27	4,948.84	(4,846.57)	14,846.57
Classroom	194,062.00	293,906.72	(99,844.72)	187,377.19	(287,221.91)	481,283.91
Maintenance	184,483.00	159,790.89	24,692.11	200,001.82	(175,309.71)	359,792.71
Janitorial	75,000.00	34,769.11	40,230.89	10,000.00	30,230.89	44,769.11
Medical	8,007.00	765.00	7,242.00	-	7,242.00	765.00
Playground	10,000.00	-	10,000.00	-	10,000.00	-
Operational	57,350.00	44,220.97	13,129.03	10,577.57	2,551.46	54,798.54
Total Supplies	**608,602.00**	**585,242.14**	**23,359.86**	**427,597.86**	**(404,238.00)**	**1,012,840.00**
Other			-			
Center Space	147,911.00	119,763.20	28,147.80	17,508.40	10,639.40	137,271.60
Telephone	261,200.00	153,446.05	107,753.95	76,000.00	31,753.95	229,446.05
Utilities	488,937.00	258,403.83	230,533.17	155,000.00	75,533.17	413,403.83
Local Travel	77,400.00	30,538.24	46,861.76	25,000.00	21,861.76	55,538.24
Professional Services	92,500.00	62,351.14	30,148.86	30,000.00	148.86	92,351.14
Dental Serv	10,000.00	293.00	9,707.00	500.00	9,207.00	793.00
Disability Serv	5,000.00	2,271.45	2,728.55	2,728.55	-	5,000.00
Mental Health	29,000.00	15,244.91	13,755.09	13,755.09	-	29,000.00
Medical Serv	2,000.00	-	2,000.00	-	2,000.00	-
Printing Center	33,900.00	20,135.21	13,764.79	1,000.00	12,764.79	21,135.21
Insurance	215,000.00	201,221.15	13,778.85	-	13,778.85	201,221.15
Vehicle Maintenance	95,000.00	90,386.20	4,613.80	40,000.00	(35,386.20)	130,386.20
Fuel	125,000.00	73,720.00	51,280.00	40,000.00	11,280.00	113,720.00
Equip. Repair	43,500.00	26,177.07	17,322.93	35,000.00	(17,677.07)	61,177.07
Equip. Rental	1,000.00	-	1,000.00	-	1,000.00	-
Small Equipment	-	-	-	-	-	-
CDA/ T.T.A.	276,833.00	81,408.41	195,424.59	195,424.59	-	276,833.00
Total Other	**1,904,181.00**	**1,135,359.86**	**768,821.14**	**631,916.63**	**136,904.51**	**1,767,276.49**
Total Budget	**25,789,303.00**	**16,203,788.51**	**9,585,514.49**	**9,585,514.49**	**(0.00)**	**25,789,303.00**

Hidalgo County HeadStart Program (HS) & Texas Department of Agriculture (TDA)
Positions Budgeted for 2016

Administation (105)		Finance (110)		MIS (115)		Personnel (120)		Procurement (125)		Risk Management (135)	
Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:
Assist. Program Director (s)	2	Chief Financial Officer	1	Director	1	Secretary (s)	3	Director	1	Benefits Adm	1
Receptionist & Secretary	2	Bookkeeper (s)	2	MIS Facilitator Tech I	3	HR Director	1	Coordinator	1	Risk Mgt Spec	
Executive Secretary (s)	2	Assist. Bookkeeper (s)	2					Asst. Bkkper	1	Paid by County	
Administrative Assistant	1										
Executive Director	1										
	8		**5**		**4**		**4**		**3**		**1**

Education (205)		Staff Development (210)		Health (305)		Disability (405)		Family Serv (605)		Transition Literacy (610)	
Positions:	No:			Positions:	No:	Positions:	No:	Positions:	No:	Positions:	No:
Teacher (s)	195	Director	1	Coordinator/LVN (s)	2	Director	1	Coordinator(s)	2	Director	1
Assist. Teacher (s)	195	Clerk (s)	1	Registered Nurse	1	Coordinator(s)	2	Secretary	1	Facilitator	1
Secretary	1			Director	1	Asst. Bkkper	1	Director	1		
Area Director Supervisor	1			Secretary	1	Service Aide (s)	19	Records Specialist	1		
Area Director (s)	4			Mental Health Coor	1						
Center Manager (s)	37										
Compliance Director	1										
SS Assistant(s)	68										
SS Facilitator(s)	8										
	510		**2**		**6**		**23**		**5**		**2**

Field Operations (505)		TDA (705)	
Positions:	No:	Positions:	No:
Bus Aide (Classroom) Part Time	13	Assistant Cooks	2
Bus Aide (Substitute)	16	Head Cooks	2
Bus Driver(s) (Maintenance)	29	Drivers	7
Custodian(s)	52	Kitchen Helpers	10
Coordinator(s)	2	Coordinators	2
Director	1	Secretary	1
Clerk	1	Bookkeeper	1
Electrician Technician	1	Director	1
Crew Leader(s)	2		
Maintenance Worker(s)	10		
Courier (s)	4		
	131		**26**

Total # of Budgeted Positions

Head Start

HS Budgeted Positions	**691**
HS Part-Time	**13**
Substitute Teachers	**54**
# of HS Positions	**758**

TDA

# of TDA Positions	**26**
Grand Total of:	**784**

2016 Budget File
9/2/2015

Yearly Budgeted Positions

Hidalgo County Head Start Program

Department	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Administration	8	8	8	8	7	8	8	8	8	8	8	8	8
Finance	8	8	7	7	7	7	7	7	7	6	5	5	5
MIS	8	7	5	5	5	4	4	5	5	5	4	4	4
Personnel	5	5	5	5	5	5	5	5	5	5	3	4	4
Procurement	4	4	4	4	4	4	4	4	4	4	4	3	3
Public Relations	1	1	1	1	1	1	1	1	1	1	0	0	0
Risk Management	2	2	2	1	1	1	1	1	1	1	1	1	1
Education	470	525	525	509	511	511	511	513	509	525	520	518	510
Substitutes	57	57	57	57	57	57	57	57	57	57	54	54	54
Staff Development	3	3	3	3	2	2	2	2	2	2	2	2	2
Health	25	5	5	5	5	5	5	7	7	7	6	6	6
Mental Health	5	3	2	2	2	2	2	0	0	0	0	0	0
Disability	36	26	24	21	21	21	21	20	25	26	22	23	23
Field Operations	158	156	150	147	144	142	142	142	141	149	131	131	131
Family Services	30	5	5	4	4	5	5	5	5	5	5	5	5
Transition Literacy	14	2	2	2	2	2	2	2	2	2	2	2	2
Total # of Positions	**834**	**817**	**805**	**781**	**778**	**777**	**777**	**779**	**779**	**803**	**767**	**766**	**758**
Cost of Living Adj (COLA)						**4%**	**2.40%**	**0%**	**1%**	**0%**	**3.50%**		

Texas Department of Agriculture (TDA)

	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
Head Cook	3	3	3	2	2	2	2	2	2	2	2	2	2
Assistant Cook	5	5	4	4	4	2	2	2	2	2	2	2	2
Driver	10	10	10	8	7	7	7	7	7	7	7	7	7
Kitchen Helper	21	21	19	15	13	13	10	10	10	10	10	10	10
Food Coordinator	6	2	2	2	2	2	2	2	2	2	2	2	2
Clerk	2	2	1	1	1	1	1	0	0	0	0	0	0
Bookkeeper	0	0	0	0	0	0	0	1	1	1	1	1	1
Secretary	0	0	1	1	1	1	1	1	1	1	1	1	1
Director	1	1	1	1	1	1	1	1	1	1	1	1	1
Total # of Positions	**48**	**44**	**41**	**34**	**31**	**29**	**26**	**26**	**26**	**26**	**26**	**26**	**26**
% of Cust. Sal/Fr				**7%**	**14%**	**20%**	**25%**	**33%**	**39%**	**39%**	**39%**	**39%**	**42%**

AI-51173 **Head Start** **18. D.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion, Approval to Renew the Interlocal Agreement with the South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food Commodities, Uniforms, Supplies and Services

BACKGROUND

Policy Council Approval: 09.14.15

Fiscal Impact

Attachments

Renew Interlocal Agreement backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:11 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Linda Galaviz		Started On: 09/01/2015 10:51 AM
Final Approval Date: 09/11/2015		

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: September 14, 2015

SUBJECT: Discussion/Approval to Renew The Interlocal Agreement with the South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food Commodities, Uniforms, Supplies and Services

RATIONALE/NEED: The purpose of this agreement is to purchase quality food commodities, kitchen/janitorial supplies, and services at the lowest price.

RECOMMENDATION: Administration recommends approval.

COST: Texas Department of Agriculture (TDA) funds are available.
$1,529,000 Year
Acct #29-5555-20-10000-705

RELATED INFORMATION INCLUDED: Memo

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL:

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director
Gilbert Siva, Child Nutrition Director

DATE: August 28, 2015

SUBJ: Region 1 ESC -South Texas Cooperative Contract Extension

We would like to continue the use of the South Texas Cooperative Inter-local agreement with Region One Education Service Center for the next school year. This inter-local agreement was originally signed and approve on October 4, 2005. This program has helped Head Start Child Nutrition Program save time and money.

This cooperative program performs the bidding process on the food, kitchen/janitorial supplies, and services used by the Head Start Child Nutrition Program.

The inter-local agreement has been beneficial for Head Start and the Child Nutrition Program. It is highly recommended by the Procurement Department and the Child Nutrition Department to extend this inter-local agreement.

Should you have any questions please let us know. Thank you.

INTERLOCAL PARTICIPATION AGREEMENT

For the

Child Nutrition Program – South Texas Coop

This Interlocal Participation Agreement ("Agreement") is entered into by and between the Child Nutrition Program – South Texas Coop ("CNP-STC") an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function and to realize the various potential economies, including administrative cost savings for Cooperative Members.

WITNESSTH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code (the "Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, and such further amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 1st day of September, 2005.

NOW BE IT RESOLVED, that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed in this agreement, does hereby agree to the following terms, conditions and general provisions.

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement**.. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated September, 2005 and all further amendments as may be made in the future and further agrees to execute and become a Cooperative Member by executing an Additional Party Agreement.
2. **Term.** The initial term of this Agreement shall commence at 12:01 am on the 1st day of September, 2005 and continue until 12:01 am on the 1st day of the same month, 2006, unless sooner terminated as provided herein. **This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renews.**
3. **Termination.**
   a. **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member following the end of the bid cycle period with a thirty (30) day prior written notice to the Cooperative; provided all charges owed to the Cooperative have been fully paid.
   b. **By the Cooperative**. The Cooperative may terminate this Agreement by:
      (1) Giving ten (10) days notice by certified mail to the Cooperative Member, if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
      (2) Giving thirty (30) days notice by certified mail to the Cooperative Member, if the Cooperative Member fails to abide by this Agreement, the Guidelines of the Cooperative Member fails to abide by this Agreement, the Guidelines of the Cooperative, or any procedure of the Cooperative.
   c. **Termination Procedure**. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under the provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.** The Cooperative Member agrees to pay member fee based on a plan developed by the Cooperative. Contributions are payable upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
5. **Cooperative Reporting.** The Cooperative shall provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.

FINALLY, BE IT RESOLVED that the execution of this Resolution shall evidence the election of Cooperative Member and eligible local governments to become members of the Cooperative upon the terms and conditions stated. The Board of trustees, had and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, power and authority to the persons named, who are hereby granted the power to exercise the same.

I certify that the foregoing is a true and correct copy of the resolution duly adopted by

Hidalgo County Head Start Program, local government on the

23rd day of August, 2005, and that the same now appears of record in its official minutes.

Adopted and approved this 23rd day of August, 2005.

Hidalgo County Head Start Program, Cooperative Member

By: _____ Date: 9-13-05
(It's Representative)

Title County Judge.

Approved by Commissioners' Court on 8-23-05

ATTEST:

_____ Date: 10-4-05
J.D. Salinas III, County Clerk

TO BE COMPLETED BY THE COOPERATIVE:

CHILD NUTRITION PROGRAM – SOUTH TEXAS COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 9/06/05
Dr. Sylvia Hatton, Executive Director

TO BE COMPLETED BY THE COOPERATIVE MEMBER:

Hidalgo County Head Start Program
(Name of Local Government)

By: _____ Date: 9-8-05
(Signature of authorized representative of Cooperative Member)

~~Ramon Garcia~~ Teresa FLores
(Printed name and title of authorized representative)

Coordinator for the Cooperative Member is: San Juanita Rangel-Child Nutrition Director
Name

P.O. Box 0117
Address

Edinburg
City

TEXAS, 78540-0117
(Zip Code)

(956) 380-4129
Phone

(956) 380-4179
Fax

(956) 383-0706 Ext. 104
Phone

sjrangel@hchsp.org
E-mail Address

APPROVED AS TO FORM:

Head Start Policy Council Attorney
Ricardo Gonzalez
Oxford and Gonzalez
P.O. Box Drawer 630
Edinburg, Texas 78539

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: _____
Date: 9-28-05

PC Approved: 08-17- 2005
CC Approved: 08-23-2005

AI-51172 **Head Start** **18. E.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Amend Memorandum of Understanding between Hidalgo County Head Start Program and Weslaco Independent School District

BACKGROUND

Policy Council Approval: 09.14.15

Fiscal Impact

Attachments

Amend MOU w Weslaco ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 04:21 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Linda Galaviz		Started On: 09/01/2015 10:49 AM
Final Approval Date: 09/11/2015		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: September 14, 2015

SUBJECT: Discussion/Approval to Amend Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Weslaco Independent School District

RATIONALE/NEED: The district will add two (2) additional centers, La Herencia and Mercedes II (La Estancia), in the Memorandum of Understanding addressing school readiness and provide the services as described.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: Amended MOU

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INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Teresa Flores, Executive Director TF

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Memorandum of Understanding Between
Weslaco Independent School District and the
Hidalgo County Head Start Program
2015-2016

Purpose:

This collaborative partnership establishes an agreement between **Hidalgo County Head Start Program (HCHSP) and the Weslaco Independent School District (WISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between WISD and HCHSP are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **WISD** is a public education institution of the state of Texas. **HCHSP** and **WISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and Weslaco ISD Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this agreement. Each designee shall ensure that their respective Board of Directors are informed of the various aspects and elements of this partnership agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire agreement between WISD and HCHSP and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:
Days of operation shall not be less than one-hundred seventy-seven (177) days, during the months of August through May. The daily operations will be from 7:45 am to 5:15 pm.

Center Sites:
The names and addresses of the HCHCP sites that will be serviced by WISD:

Hidalgo County Head Start Weslaco #1 Center
310 N. Kansas
Weslaco, Texas 78596

Hidalgo County Head Start La Herencia Center
RR 3 Box 3059
Mercedes, Texas 78570

Hidalgo County Head Start Weslaco #3 Center
1317 W. Exp. 83
Weslaco, Texas 78596

Hidalgo County Head Start Program Mercedes #2 Center
3601 E. Mile 8 North
Weslaco, Texas 78596

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing August 10, 2015 and ending July 31, 2016. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of July 2016, for a term or other terms as may be subsequently agreed to upon by both parties.

Weslaco Responsibilities:

WISD will provide appropriate educational and supportive services to ensure children and families are school ready. WISD shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Heat Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description

Eligible children are 3 or 4 year olds as of September 1, 2015, will be dual-enrolled and served by WISD and HCHSP. Collaboratively, the HCHSP children will receive 3 hours of instruction in cognitive development by a certified WISD funded **School Readiness Integration (SRI) teacher** in the classrooms.

Partnership Responsibilities

A. WISD will:
   a. Assign a principal, instructional coach/s, and/or program specialist to supervise, monitor, support and evaluate the teacher.
   b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive development to participating HCHSP children.
   c. Coordinate efforts with HCHSP to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
   d. Permit HCHSP representatives to attend ARDs conducted by WISD involving HCHSP children.
   e. Supplement health services, educational services, parental training and other services as required by the children and their families.
   f. Assign special education teachers to provide services to children who are identified in need of special services through the WISD Special Education Program.
   g. Arrange for a substitute when the WISD SRI teacher is absent.
   h. Provide support staff to assist with various services to the children, parents, and teachers.
   i. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
   j. Meet monthly or on a regular basis with HCHSP designated personnel to facilitate the instructional process and other services.
   k. Provide an overview of the collaboration with the participating Administrators.
   l. Finance the WISD personnel and other resources.

B. The WISD SRI Teacher/Staff will:

a. Provide 3 hours of daily instruction in cognitive development to the HCHSP children utilizing the State Adopted Curriculum (4 yr. olds), Pre-K Guidelines (4 yr. olds), and Three-Year-Old Early Learning Guidelines (3 yr. olds).
b. Attend and/or assist in delivery of collaborative Professional Development for Weslaco and HCHSP as deemed appropriate.
c. Implement the Texas School Ready! Project as an early education approach to prepare children to be Kindergarten Ready and Beyond.
d. The WISD teacher will participate and support requirements of the Texas School Ready! Project.
e. Participate with the HCHSP staff in the recruitment process.
f. Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.
g. Attend HCHSP collaboration meetings as deemed necessary during the school year.
h. Complete and fulfill the required documentation for WISD and HCHSP with the assistance of both Human Resource Departments
i. Collaborate with the HCHSP teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
j. Inform the Center Manager and HCHSP teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
k. Follow collaboration protocol with any issues/concerns which may arise.
l. Follow WISD requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
m. Comply with any other responsibilities assigned by the immediate supervisor.
n. Coordinate efforts with the HCHSP staff to register the children online.

C. HCHSP will:
a. Coordinate efforts with WISD to identify children with special needs and follow the WISD referral process for identification and services.
b. Identify personnel who will attend the ARDs conducted by WISD.
c. Assist with the distribution, completion, and submission of the required WISD student enrollment documents within the first week of a child's enrollment.
d. Coordinate with district staff to transition children to the Weslaco public schools at the end of each school year.
e. Provide assistance with daily attendance reporting.
f. Provide information concerning implementation of the integration of services as requested by designated district personnel.
g. Provide a designated space to store instructional materials.
h. Meet monthly or as needed with the designated WISD personnel.
i. Schedule a time for the HCHSP teacher and WISD teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of efforts.
j. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
k. Finance program operations based on the HCHSP grant.

D. Collaboratively WISD and HCHSP will:
a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
c. Schedule a weekly planning time for lesson planning and preparation.

d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
e. Develop a Collaboration Guide which details the partnership and its daily operation.
f. Review program operations to avoid duplication of efforts.
g. Meet on a regular basis to discuss the progress of the collaboration.
h. Perform children's assessment and evaluation, and collaborative program evaluation, to meet WISD and HCHSP requirements.
i. Analyze and share data for program planning and improvement.
j. Work together to meet attendance goal.
k. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
l. Provide family services, parent engagement activities and home visits.
m. Embrace and support the collaboration efforts of the Texas School Ready! Project.
n. Support all events which promote the partnership.
o. Organize, plan and develop a plan to sustain the partnership and promote a collaborative culture.

Transportation Services

Assigned WISD teachers will travel to HCHSP sites and provide instruction to students at such locations.

General Conditions

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the agreement, WISD and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with our without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of Weslaco and HCHSP, and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Indemnification:

To the extent allowed by law, Head Start will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless WISD and their respective elected officials, employees, representatives and agents (collectively "**Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**Claims**") by any person or entity, arising out of, caused by, or resulting from Head Start's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Head Start, anyone directly employed by Head Start or anyone for whose acts Head Start may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, WISD will and does hereby agree to indemnify, protect, defend with counsel approved by Head Start, and hold harmless Head Start and Hidalgo County, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**Claims**") by any person or entity, arising out of, caused by, or resulting from HCHSP's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Head Start employees, anyone directly employed by the HCHSP or anyone for whose acts the HCHSP may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **WISD** and **HCHSP** to provide the children the best services available.

Weslaco Independent School District

_____ _____

Dr. Ruben Alejandro, Superintendent of Schools
Weslaco ISD
319 S. 4th St.
Weslaco, Texas 78596
956-969-6500
956-969-0201 (fax)

Date

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date

Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

AI-51171 **Head Start** **18. F.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion, Approval of the 2014-2015 Program Information Report (PIR)

BACKGROUND

Policy Council Approval: 09.14.15

Fiscal Impact

Attachments

PIR Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:11 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Linda Galaviz		Started On: 09/01/2015 10:47 AM
Final Approval Date: 09/11/2015		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: September 14, 2015

SUBJECT: Discussion/Approval of the 2014-2015 Program Information Report (PIR)

RATIONALE/NEED: The PIR Report is required to be submitted to the Office of Head Start by August 31st of each year. Data from the PIR Report has been used for well over two decades to provide information about Head Start to the public, Congress and other Federal agencies. It has been used to identify trends, to discover problems and to determine where there were issues that need attention.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: 2014-2015 PIR Report

****

INITIATED BY: Nora S. Munoz, Assistant Director for Programmatic Services

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

2014-2015 HEAD START PROGRAM INFORMATION REPORT

06CH0183-000 Hidalgo County Head Start Program

A. PROGRAM INFORMATION

GENERAL INFORMATION

Grant Number	06CH0183
Program Number	000
Program Type	Head Start
Program Name	Hidalgo County Head Start Program
Program Address	1901 W State Highway 107 McAllen TX 78504-9552
Program Phone Number	(956) 383 0706 -
Program Fax Number	(956) 380 2588
DUNS Number	062403597
Program Email Address	teresa.flores@hchsp.org
Head Start Director Name	Ms. Teresa Flores
Head Start Director Email	teresa.flores@hchsp.org
Agency Web Site Address	www.hchsp.org
Agency Type	Government Agency (Non-CAA)
Agency Description	Grantee that directly operates program(s) and has no delegates
Agency Affiliation	A secular or non-religious agency

ENROLLMENT YEAR

Enrollment dates

A.1 Enrollment Year	*Date*
a. Start Date	08/18/2014
b. End Date	05/27/2015

FUNDED ENROLLMENT

Funded enrollment by funding source

A.2 Funded Head Start Enrollment	*# of children/ pregnant women*
a. Head Start Funded Enrollment, as identified on NOA	3,690
b. Funded Enrollment from non-federal sources, i.e. state, local, private	0

Funded enrollment by program option - children

A.3 Center-based program - 5 days per week:	*# of children*
a. Full-day enrollment	3,690
1. Of these, the number available as full-working-day enrollment	0
a. Of these, the number available for the full-calendar-year	0
b. Part-day enrollment	0
1. Of these, the number in double sessions	0
A.4 Center-based program - 4 days per week:	*# of children*

a. Full-day enrollment	0
b. Part-day enrollment	0
1. Of these, the number in double sessions	0
A.5 Home-based program	0
A.6 Combination option program	0
A.7 Family child care option	0
a. Of these, the number available as full-working-day enrollment	0
1. Of the these, the number available for the full-calendar-year	0
A.8 Locally designed option	0

Funded enrollment at child care partner

	# of children
A.10 Funded enrollment at child care partners in the center-based program option	0
A.11 Total funded enrollment at child care partners (A.10, center-based partner and A.7, family child care program option)	0

CLASSES

Classes

	# of classes
A.12 Total number of classes operated	197
a. Of these, the number of double session classes	0

CUMULATIVE ENROLLMENT

Children by age

A.13 Children by age:	# of children at enrollment
a. Under 1 year	0
b. 1 year old	0
c. 2 years old	36
d. 3 years old	2,517
e. 4 years old	1,835
f. 5 years and older	1

Total cumulative enrollment

	# of children / pregnant women
A.15 Total cumulative enrollment	4389

Type of eligibility

A.16 Report each enrollee only once by primary type of eligibility:	# of children
a. Income below 100% of federal poverty line	3,046
b. Receipt of public assistance such as TANF, SSI	1,302
c. Status as a foster child - # children only	41
d. Status as homeless	0
e. Over income	0

	# of children
f. Enrollees exceeding the allowed over income enrollment (as noted below) with family incomes between 100% and 130% of the federal poverty line	0

A.17 If the program serves enrollees under A.16.f, specify how the program has demonstrated that all income-eligible children in their area are being served.	
Specify:	

Prior enrollment

A.18 Enrolled in Head Start or Early Head Start for:	# of children
a. The second year	1,489
b. Three or more years	26

Transition and Turnover

	# of children
A.19 Total number of preschool children who left the program any time after classes or home visits began and did not re-enroll	791
a. Of the preschool children who left the program during the program year, the number of preschool children who were enrolled less than 45 days	467
A.19.b. Of the number of preschool children enrolled in Head Start at the end of the current enrollment year, the number projected to be entering kindergarten in the following school year	1,466

Child care subsidy

	# of children at end of enrollment year
A.24. The number of enrolled children for whom the program received a child care subsidy	0

Ethnicity

A.25 Ethnicity:	# of children
a. Hispanic or Latino origin	4,374
b. Non-Hispanic or Non-Latino origin	15

Race

A.26 Race:	# of children
a. American Indian or Alaska Native	0
b. Asian	3
c. Black or African American	14
d. Native Hawaiian or other Pacific Islander	0
e. White	4,340
f. Biracial/Multi-racial	1
g. Other	31
1. Explain: Parents declined to specify their race	
h. Unspecified	0

Primary language of family at home

A.27 Primary language of family at home:	# of children
a. English	1,255
b. Spanish	3,131
c. Native Central American, South American, and Mexican Languages	0

d. Caribbean Languages	0
e. Middle Eastern & South Asian Languages	0
f. East Asian Languages	2
g. Native North American/Alaska Native Languages	0
h. Pacific Island Languages	0
i. European & Slavic Languages	0
j. African Languages	0
k. Other	1
1. Explain: Sign Language	
l. Unspecified	0

TRANSPORTATION

Transportation services

A.28 Does the program provide transportation to some or all of the enrolled children either directly or through a formal contractual agreement with a transportation provider?	Yes

	# of children
a. Number of children for whom transportation is provided	648

Buses

	# of buses owned
A.29 Total number of buses owned by the program that were purchased with ACF grant funds and are currently used to support program operations, regardless of year purchased	39
a. Of these, the number of buses purchased since last year's PIR was reported	1

A.30 Are any of the buses used by the program leased by the program itself?	No

RECORD KEEPING

Management Information Systems

A.31 Does your program use a management information system to track enrollees, program services, characteristics of families, and information on program staff?		Yes
Name/title	*Locally designed*	*Web Based*
PROMIS (Program Resources and Outcomes Management Information System, Cleverex)	No	Yes
Abila Fund Accounting	No	No
Sage Abra	No	No
Redelearner	No	Yes
Microsoft Office (Word, Excel, Access)	Yes	No

B. PROGRAM STAFF & QUALIFICATIONS

TOTAL STAFF

Staff by Type

	(1) # of Head Start or Early Head Start staff	(2) # of contracted staff
B.1 Total number of staff members, regardless of the funding source for their salary or number of hours worked	795	0
a. Of these, the number who are current or former Head Start or Early Head Start parents	258	0
b. Of these, the number who left since last year's PIR was reported	33	0
1. Of these, the number who were replaced	33	0

TOTAL VOLUNTEERS

Volunteers by Type

	# of volunteers
B.2 Number of persons providing any volunteer services to your program since last year's PIR was reported	2,942
a. Of these, the number who are current or former Head Start or Early Head Start parents	2,717

MANAGEMENT STAFF

Coordination of services

B.4 On average, the number of hours per week services managers spend coordinating services:	Average # of hours per week
a. Child Development & Education Manager	40
b. Health Services Manager	40
c. Family & Community Partnerships Manager	40
d. Disability Services Manager	40

CHILD DEVELOPMENT STAFF

Preschool Child Development Staff Qualifications - Classroom and Assistant Teachers

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
B.5 Total number of preschool child development staff by position	197	197

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position, the number with the following degrees or credentials:		
a. An advanced degree in:		
1. Early childhood education	2	1
2. Any field and coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children	0	0

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position, the number with the following degrees or credentials:		
b. A baccalaureate degree in:		
1. Early childhood education	88	0
2. Any field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	12	0
3. Any field and has been admitted into and is supported by the Teach for America program and passed a rigorous early childhood content exam	0	0
Of the preschool child development staff with a baccalaureate degree in B.5.b.1 through B.5.b.3 above, the number enrolled in:		
4. Advanced degree in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	2	0

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position, the number with the following degrees or credentials:		
c. An associate degree in:		
1. Early childhood education	95	31
2. A field related to early childhood education and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	0	5
Of the preschool child development staff with an associate degree in B.5.c.1 and B.5.c.2 above, the number enrolled in:		
3. A baccalaureate degree program in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	0	14

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position, the number with the following credentials:		
d. A Child Development Associate (CDA) credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements	0	160
1. Of these, a Child Development Associate (CDA) credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements and that is appropriate to the option in which they are working	0	8
Of the preschool child development staff with the credentials in B.5.d above, the number enrolled in:		
2. A baccalaureate degree program in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	0	0
3. An associate degree program in early childhood education or in a related field and coursework equivalent to a major relating to early childhood education	0	22

	(1) # of Classroom Teachers	(2) # of Assistant Teachers
Of the number of preschool child development staff by position:		
e. The number who do not have the qualifications listed in B.5.a through B.5.d	0	0
Of the preschool child development staff in B.5.e above, the number enrolled in:		
1. A baccalaureate degree program in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	0	0
2. An associate degree program in early childhood education or in a related field and coursework equivalent to a major relating to early childhood education	0	0
3. Any type of Child Development Associate (CDA) credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements and that is appropriate to the option in which they are working	0	0

	# of classes
B.6 Total number of center-based option classes serving preschool-aged children	197
B.7 Number of center-based option classes serving preschool-aged children in which at least one teacher (excluding assistant teachers) has one of the following: - An advanced or baccalaureate degree in early childhood education or in any field and coursework equivalent to a major relating to early childhood education with experience teaching pre-school age children, or - A baccalaureate degree and has been admitted into and is supported by the Teach for America program and passed a rigorous early childhood content exam - An associate degree in early childhood education or in a related field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	0

Child development staff qualifications - home-based and FCC

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
B.9 Total number of child development staff by position	0	0	0	0

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position, the number with the following degrees or credentials:				
a. An advanced degree in/licensed as:				
1. 1. Social work/ Licensed clinical social worker (LCSW)/ Licensed master social worker (LCMW)	0	0	0	0
2. Marriage and family therapy/ Licensed marriage and family therapist (LMFT)	0	0	0	0
3. Psychology	0	0	0	0
4. Sociology	0	0	0	0
5. Human services (include related areas such as child and family services or social services)	0	0	0	0
6. Nursing plus Nurse Practitioner (NP) license	0	0	0	0
7. Early childhood education	0	0	0	0
8. Other	0	0	0	0
Home-Based Visitors:				
Home-Based Visitor Supervisors:				
Family Child Care Providers:				
Family Child Care Specialists:				

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position, the number with the following degrees and licenses:				
b. A baccalaureate degree in:				
1. Social work	0	0	0	0
2. Psychology	0	0	0	0
3. Sociology	0	0	0	0
4. Human services (include related areas such as child and family services or social services)	0	0	0	0
5. Nursing plus Registered Nurse (RN) license	0	0	0	0
6. Early childhood education	0	0	0	0
7. Other	0	0	0	0
Home-Based Visitors:				
Home-Based Visitor Supervisors:				
Family Child Care Providers:				
Family Child Care Specialists:				

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position, the number with the following degrees and licenses:				
c. An associate degree in:				
1. Social work	0	0	0	0
2. Psychology	0	0	0	0
3. Sociology	0	0	0	0
4. Human services (include related areas such as child and family services or social services)	0	0	0	0
5. Nursing plus Registered Nurse (RN) license	0	0	0	0
6. Early childhood education	0	0	0	0
7. Other	0	0	0	0
Home-Based Visitors:				
Home-Based Visitor Supervisors:				
Family Child Care Providers:				
Family Child Care Specialists:				

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position, the number with the following credentials:				
d.License, certification, or credential held:				
1. Nursing, non-RN, i.e. LPN, CNA, etc.	0	0	0	0
2. Family development credential (FDC)	0	0	0	0
3. Child development associate credential (CDA)	0	0	0	0
4. State-awarded certification, credential, or license appropriate to the option in which they are working, i.e. home-based option or family child care option	0	0	0	0
5. Other	0	0	0	0
Home-Based Visitors:				
Home-Based Visitor Supervisors:				
Family Child Care Providers:				
Family Child Care Specialists:				

	(1) # of Home-Based Visitors	(2) # of Home-Based Visitor Supervisors	(3) # of Family Child Care Providers	(4) # of Family Child Care Specialists
Of the number of child development staff by position:				
e. The number who do not have the qualifications listed in B.9.a through B.9.d	0	0	0	0
Of the child development staff in B.9.e above, the number enrolled in:				
1. An advanced degree or license	0	0	0	0
2. A baccalaureate degree	0	0	0	0
3. An associate degree	0	0	0	0
4. Studies leading to a non-degree license, certificate, or credential	0	0	0	0

NON-SUPERVISORY CHILD DEVELOPMENT STAFF

Child development staff - ethnicity

B.12 Ethnicity:	# of non-supervisory child development staff
a. Hispanic or Latino origin	394
b. Non-Hispanic or Non-Latino origin	0

Child development staff - race

B.13 Race:	# of non-supervisory child development staff
a. American Indian or Alaska Native	0
b. Asian	0
c. Black or African American	0
d. Native Hawaiian or other Pacific Islander	0
e. White	394
f. Biracial/Multi-racial	0
g. Other	0
h. Unspecified	0

Child development staff - language

	# of non-supervisory child development staff
B.14 The number who are proficient in a language(s) other than English	394
a. Of these, the number who are proficient in more than one language other than English	394
B.15 Language groups in which staff are proficient	# of non-supervisory child development staff
a. Spanish	394
b. Native Central American, South American, and Mexican Languages	0
c. Caribbean Languages	0
d. Middle Eastern & South Asian Languages	0
e. East Asian Languages	0
f. Native North American/Alaska Native Languages	0
g. Pacific Island Languages	0
h. European & Slavic Languages	0
i. African Languages	0
j. Other	0
k. Unspecified	0

Child development staff - classroom teacher turnover

	# of classroom teachers
B.16 The number of classroom teachers who left your program during the year.	26
B.17 Of these, the number who left for the following reasons:	# of classroom teachers
a. Higher compensation/benefits package in the same field	10
b. Change in job field	1
c. Other	15
1. Comments: Personal Reasons, Family Health, Relocation, Continue Education	
B.18 Number of classroom teacher vacancies in your program that remained unfilled for a period of 3 months or longer	0
B.19 Number of classroom teachers hired during the year due to turnover	21

Child development staff - home-based visitor turnover

	# of home-based visitors
B.20 The number of home-based visitors who left the program during the year	0
B.21 Of these, the number who left for the following reasons:	
a. Higher compensation/benefits package in the same field	0
b. Change in job field	0
c. Other	0
1. Comments: null	
B.22 Number of home-based visitor vacancies in the program that remained unfilled for a period of 3 months or longer	0
B.23 Number of home-based visitors hired during the year due to turnover	0

FAMILY & COMMUNITY PARTNERSHIPS STAFF

Family & community partnerships staff - qualifications

	(1) # of family workers	(2) # of FCP supervisors
B.24 Total number of family & community partnerships staff	77	3
a. Of the FCP supervisors, the number who work directly with families, i.e. staff with a family caseload		0

B.25 Of the family & community partnerships staff, the number with the following education	(1) # of family workers	(2) # of FCP supervisors
a. A related advanced degree	0	1
b. A related baccalaureate degree	10	2
c. A related associate degree	17	0
d. GED or high school diploma	29	0
B.26 Of the family & community partnerships staff who do not have a degree, the number in training leading to a related degree or credential	21	0
B.27 Comments on staff shared by Head Start and Early Head Start programs:		

	# of ECD managers/ coordinators
B.28 Total number of education & child development managers/coordinators	37

	# of ECD managers/ coordinators
Of the education & child development managers/coordinators, the number with the following degrees or credentials:	
a. An advanced degree in early childhood education, or an advanced degree in any field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	7
b. A baccalaureate degree in early childhood education, or a baccalaureate degree in any field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	6

	# of ECD managers/ coordinators
Of the education & child development managers/coordinators, the number with the following degrees or credentials:	
c. An associate degree in early childhood education, or an associate degree in any field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	15
Of the education & child development managers/coordinators preschool child development staff in B.28.c above, the number enrolled in:	
1. A baccalaureate degree in early childhood education, or a baccalaureate degree in any field and coursework equivalent to a major relating to early childhood education	0

	# of ECD managers/ coordinators
Of the education & child development managers/coordinators, the number with the following degrees or credentials:	
d. A Child Development Associate (CDA) credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements	9
Of the education & child development managers/coordinators preschool child development staff in B.28.d above, the number enrolled in:	
1. A baccalaureate degree in early childhood education, or a baccalaureate degree in any field and coursework equivalent to a major relating to early childhood education	1

	# of ECD managers/ coordinators
Of the education & child development managers/coordinators, the number with the following degrees or credentials:	
e. None of the qualifications listed in B.28.a through B.28.d	0
Of the education & child development managers/coordinators preschool child development staff in B.28.e above, the number enrolled in:	
1. A baccalaureate degree in early childhood education, or a baccalaureate degree in any field and coursework equivalent to a major relating to early childhood education	0
B.29 Comments on education & child development managers/coordinators shared by Head Start and Early Head Start programs:	

C. CHILD & FAMILY SERVICES

HEALTH SERVICES

Health insurance - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.1 Number of all children with health insurance	4,158	4,158
a. Number enrolled in Medicaid and/or CHIP	4,122	4,122
b. Number enrolled in state-only funded insurance (for example, medically indigent insurance)	10	10
c. Number with private health insurance (for example, parent's insurance)	26	26
d. Number with health insurance other than those listed above, for example, Military Health (Tri-Care or CHAMPUS)	0	0
1. Specify		
C.2. Number of children with no health insurance	231	231

Medical

Medical home - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.5 Number of children with an ongoing source of continuous, accessible health care	1,716	3,589
C.6 Number of children receiving medical services through the Indian Health Service	0	0
C.7 Number of children receiving medical services through a migrant community health center	0	0

Medical services - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.8 Number of all children who are up-to-date on a schedule of age-appropriate preventive and primary health care, according to the relevant state's EPSDT schedule for well child care	1,715	3,590

	# of children at end of enrollment year
a. Of these, the number diagnosed by a health care professional with a chronic condition needing medical treatment since last year's PIR was reported	171
1. Of these, the number who have received or are receiving medical treatment	171
b. Specify the primary reason that children who needed medical treatment, for any chronic condition diagnosed by a health care professional since last year's PIR was reported, did not receive it:	Parents did not keep/make appointment

C.9 Number of all children who received medical treatment for the following chronic conditions since last year's PIR was reported, regardless of when the condition was first diagnosed by a health care professional:	*# of children*
a. Anemia	10
b. Asthma	131
c. Hearing Difficulties	3
d. Vision Problems	26
e. High Lead Levels	0
f. Diabetes	0

Body Mass Index (BMI) - children (HS and Migrant programs)

C.10 Number of all children who are in the following weight categories according to the 2000 CDC BMI-for-age growth charts	*# of children at enrollment*
a. Underweight (BMI less than 5th percentile for child's age and sex)	262
b. Healthy weight (at or above 5th percentile and below 85th percentile for child's age and sex)	2,707
c. Overweight (BMI at or above 85th percentile and below 95th percentile for child's age and sex)	585
d. Obese (BMI at or above 95th percentile for child's age and sex)	690

Immunization services - children

	(1) # of children at enrollment	*(2) # of children at end of enrollment year*
C.11 Number of children who have been determined by a health care professional to be up-to-date on all immunizations appropriate for their age	4,027	4,184
C.12 Number of children who have been determined by a health care professional to have received all immunizations possible at this time, but who have not received all immunizations appropriate for their age	42	39
C.13 Number of children who meet their state's guidelines for an exemption from immunizations	4	4

Dental

Dental home - children

	(1) # of children at enrollment	*(2) # of children at end of enrollment year*
C.17 Number of children with continuous, accessible dental care provided by a dentist	4,026	4,229

Preschool dental services (HS and Migrant programs))

	# of children
C.18 Number of children who received preventive care since last year's PIR was reported	3,594
C.19 Number of all children, including those enrolled in Medicaid or CHIP, who have completed a professional dental examination since last year's PIR was reported	3,594
a. Of these, the number of children diagnosed as needing treatment since last year's PIR was reported.	447
1. Of these, the number of children who have received or are receiving treatment	405
b. Specify the primary reason that children who needed dental treatment did not receive it:	Appointment is scheduled for future date

MENTAL HEALTH SERVICES

Mental health professional

	# of hours
C.22 Average total hours per operating month a mental health professional(s) spends on-site	394

Mental health services

C.23 Indicate the number of enrolled children who were served by the mental health (MH) professional(s) since last year's PIR was reported.	# of children at end of enrollment year
a. Number of children for whom the MH professional consulted with program staff about the child's behavior / mental health	91
1. Of these, the number for whom the MH professional provided three or more consultations with program staff since last year's PIR was reported	2
b. Number of children for whom the MH professional consulted with the parent(s) / guardian(s) about their child's behavior/mental health	14
1. Of these, the number for whom the MH professional provided three or more consultations with the parent(s) / guardian(s) since last year's PIR was reported	14
c. Number of children for whom the MH professional provided an individual mental health assessment	14
d. Number of children for whom the MH professional facilitated a referral for mental health services	14

Mental health referrals

	# of children at end of enrollment year
C.24 Number of children who were referred by the program for mental health services outside of Head Start since last year's PIR was reported	31
a. Of these, the number who received mental health services since last year's PIR was reported	14

DISABILITIES SERVICES

Preschool disabilities services (HS and Migrant programs)

	# of children
C.25 Number of children enrolled in the program who have an Individualized Education Program (IEP) indicating they have been determined eligible by the LEA to receive special education and related services	465
a. Of these, the number who were determined eligible to receive special education and related services:	# of children
1. Prior to enrollment into the program for this enrollment year	331
2. During this enrollment year	134
b. Of these, the number who have not received special education and related services	0

Preschool primary disabilities (HS and Migrant programs)

C.27 Diagnosed primary disability	(1) # of children determined to have this disability	(2) # of children receiving special services
a. Health impairment(i.e. meeting IDEA definition of 'other health impairments')	10	10
b. Emotional disturbance	0	0
c. Speech or language impairments	400	400
d. Intellectual disabilities	13	13
e. Hearing impairment, including deafness	3	3
f. Orthopedic impairment	7	7
g. Visual impairment, including blindness	2	2
h. Specific learning disability	0	0
i. Autism	15	15
j. Traumatic brain injury	0	0
k. Non-categorical/developmental delay	15	15
l. Multiple disabilities (excluding deaf-blind)	0	0
m. Deaf-blind	0	0

EDUCATION AND DEVELOPMENT TOOLS/APPROACHES

Screening

	# of children
C.28 Number of all newly enrolled children since last year's PIR was reported	2,874
C.29 Number of all newly enrolled children who completed required screenings within 45 days for developmental, sensory, and behavioral concerns since last year's PIR was reported	2,673
a. Of these, the number identified as needing follow-up assessment or formal evaluation to determine if the child has a disability	134
C.30 The instrument(s) used by the program for developmental screening:	
LAP-D (Learning Accomplishment Profile - Diagnostic Screener)	
Other (Please Specify) - Development Early Childhood Assessment (DECA)	
Other (Please Specify) - Speech Screener	

Assessment

C.31 Approach or tool(s) used by the program to support ongoing child assessment:	
Name/title	*Locally designed*
LAP-D (Learning Accomplishment Profile - Diagnostic)	No

Curriculum

C.32 What curriculum does your program use:	
a. For center-based services:	
Name/title	*Locally designed*
Other (Please Specify) - Planning Guide	No
Other (Please Specify) - CIRCLE	No
Other (Please Specify) - Picturing America	No
Other (Please Specify) - Journeys	No
Other (Please Specify) - Building Bridges	Yes

b. For family child care services:

c. For home-based services:

STAFF-CHILD INTERACTION OBSERVATION TOOLS

		# of families at enrollment
C.33 Does the program routinely use staff-child interaction observation tools to assess quality?		Yes
C.34 If yes, interaction observation tool(s) used by the program:		
	(1) Name/title	*(2) Locally designed*
a. Center-based settings	CLASS	No
b. Home-based settings		
c. Family child care settings		

FAMILY AND COMMUNITY PARTNERSHIPS

Number of families

	# of families at enrollment
C.35 Total number of families:	4,020
a. Of these, the number of two-parent families	2,741
b. Of these, the number of single-parent families	1,279

Employment

C.36 Of the number of two-parent families, the number of families in which:	# of families at enrollment
a. Both parents/guardians are employed	634
b. One parent/guardian is employed	1,782
c. Both parents/guardians are not working (i.e. unemployed, retired, or disabled)	325

C.37 Of the number of single-parent families, the number of families in which:	# of families at enrollment
a. The parent/guardian is employed	793
b. The parent/guardian is not working (i.e. unemployed, retired, or disabled)	486

	# of families at enrollment
C.38 The number of all families in which at least one parent/guardian is a member of the United States military on active duty	1

Federal or other assistance

	# of families
C.39 Total number of families receiving any cash benefits or other services under the Federal Temporary Assistance for Needy Families (TANF) Program	780
C.40 Total number of families receiving Supplemental Security Income (SSI)	525
C.41 Total number of families receiving services under the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	3,421
C.42 Total number of families receiving services under the Supplemental Nutrition Assistance Program (SNAP), formerly referred to as Food Stamps	3,344

Job training/school

C.43 Of the number of two-parent families, the number of families in which:	# of families at enrollment
a. Both parents/guardians are in job training or school	21
b. One parent/guardian is in job training or school	126
c. Neither parent/guardian is in job training or school	2,594

C.44 Of the number of single-parent families, the number of families in which:	# of families at enrollment
a. The parent/guardian is in job training or school	68
b. The parent/guardian is not in job training or school	1,211

Parent/guardian education

C.45 Of the total number of families, the highest level of education obtained by the child's parent(s) / guardian(s)	# of families at enrollment
a. An advanced degree or baccalaureate degree	49
b. An associate degree, vocational school, or some college	639
c. A high school graduate or GED	1,042
d. Less than high school graduate	2,290

Family services

C.46 Report the number of families who received the following services since last year's PIR was reported	# of families
a. Emergency/crisis intervention such as meeting immediate needs for food, clothing, or shelter	239
b. Housing assistance such as subsidies, utilities, repairs, etc.	63
c. Mental health services	122
d. English as a Second Language (ESL) training	405
e. Adult education such as GED programs and college selection	270
f. Job training	108
g. Substance abuse prevention	0
h. Substance abuse treatment	0
i. Child abuse and neglect services	26
j. Domestic violence services	0
k. Child support assistance	0
l. Health education	845
m. Assistance to families of incarcerated individuals	12
n. Parenting education	377
o. Relationship/marriage education	122
C.47 Of these, the number that received at least one of the services listed above	2,589

Father involvement

C.48 Does the program have organized and regularly scheduled activities designed to involve fathers / father figures?	Yes
	# of children at end of enrollment
a. Number of enrolled children whose fathers / father figures participated in these activities	296

Homelessness services

	# of families
C.49 Total number of families experiencing homelessness that were served during the enrollment year	0
	# of children
C.50 Total number of children experiencing homelessness that were served during the enrollment year	0
	# of families
C.51 Total number of families experiencing homelessness that acquired housing during the enrollment year	0

Foster care and child welfare

	# of children
C.52 Total number of enrolled children who were in foster care at any point during the program year	55
C.53 Total number of enrolled children who were referred to Head Start/Early Head Start services by a child welfare agency	55

Collaboration Agreements and Community Engagement

Child care partners

	# of formal aggrements
C.54 Total number of formal aggrements with Child Care Partners during program year	0
a. Of the Child Care Partners, the number of formal contractual agreements made void or broken during the program year	0

Local education agency (LEA)

	# of LEAs
C.55 Number of LEAs in the service area	15
C.56 Number of formal agreements the program has with LEAs:	# of formal agreements
a. To coordinate services for children with disabilities	13
b. To coordinate transition services	13

Public school pre-kindergarten programs

C.57 Does the program have formal collaboration and resource sharing agreements with public school pre-kindergarten programs?	Yes
	# of formal agreements
a. If yes, the number of formal agreements in which the program is currently participating	9

Part C agencies

	# of Part C Agencies
C.58 Number of Part C agencies in the program's service area	3
	# of formal agreements
a. Number of formal agreements the program has with Part C agencies to coordinate services for children with disabilities	3

Child welfare agencies

C.59 Does the program have formal collaboration agreements with child welfare agencies?	No
	# of formal agreements
a. If yes, the number of formal agreements in which the program is currently participating	0

REPORTING INFORMATION

PIR Report Status	Completed
Confirmation Number	15083128642
Last Update Date	08/31/2015

AI-51273 **Precinct #2** **19. A.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Julia Sullivan, COUNTY JUDGE

Submitted By: Julia Sullivan, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Proclamation declaring September 25, 2015 as National Day of Remembrance for Murder Victims and supporting the candlelight vigil that will be held from 6 to 9 p.m. that evening at the Pepe Salinas Memorial Civic Center in Pharr.

BACKGROUND

Fiscal Impact

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/09/2015 03:23 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Julia Sullivan		Started On: 09/08/2015 04:18 PM
Final Approval Date: 09/11/2015		

PROCLAMATION DECLARING SEPTEMBER 25, 2015
NATIONAL DAY OF REMEMBRANCE FOR MURDER VICTIMS

WHEREAS, the National Parents Of Murdered Children (POMC) established September 25th as a National Day of Remembrance for Murder Victims as a result of unanimously passed resolutions by the U.S. Senate on October 16, 2007 and the U.S. House of Representatives on May 14, 2007

WHEREAS, POMC believes that honoring the memory of victims who have been killed by violence and acknowledging the resulting long-term trauma for families, communities, and the Nation is an important way of promoting public awareness and remembering our loved ones;

WHEREAS, POMC Chapters and other organizations such as the Rio Grande Valley-Families and Friends Of Murdered Children will be holding an event to commemorate the Day of Remembrance for Murder Victims on Friday, September 25, 2015; and

WHEREAS, the murder of a loved one robs the victims family of a mother, father, sister, brother, son, daughter, husband, wife, partner, grandparent, aunt, uncle, extended family member, friend, neighbor or colleague, and creates an overwhelming challenge to fill the void their absence creates; and

WHEREAS, survivors of homicide victims use their tragedies to tell stories of pain and anger inflicted by a homicide. They have rejected paths of retaliation, shame and isolation and instead lean toward learning and teaching lessons of compassion and peace; and

WHEREAS, survivors of homicide victims transform their pain and anger into power and action; by honoring the memory of their loved ones impacted by homicide. Through leadership, grief support and advocacy, survivors are reducing violence and promoting prevention and policy change on a local, state and national level.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby proclaim September 25, 2015 as National Day of Remembrance for Murder Victims in Hidalgo County.

Approved this 15th day of September 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-51308 **Precinct #2** **19. B.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting authorization for title reports, appraisals, surveys metes & bounds and acquisition of land for Pct 2 Lopezville Park Expansion.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1303-452-00-122-054-0-710

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

BUDGETARY IMPACT:

Funds pending approval of AI#51311 CC 9/15/15

Attachments

Back up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/10/2015 03:38 PM
Glinda Pacheco	Glinda Pacheco	09/11/2015 10:34 AM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Erika Zamora		Started On: 09/10/2015 02:49 PM
Final Approval Date: 09/11/2015		

INVOICE

FROM:

Please make check payable to (Mr. Edgar A. Herrera)
Victory Appraisal Services
PO Box 1722
Edinburg, TX 78540-1722

Telephone Number: (956) 802-5508 Fax Number: (956) 627-0897

TO:

Jesus Bermudez
1316 E Minnesota Rd
San Juan, TX 78577

E-Mail:
Telephone Number: Fax Number:
Alternate Number:

INVOICE NUMBER	
80123-2015	
DATES	
Invoice Date:	08/24/2015
Due Date:	
REFERENCE	
Internal Order #:	80123-2015
Lender Case #:	
Client File #:	
FHA/VA Case #:	
Main File # on form:	80123-2015
Other File # on form:	Jesus Bermudez
Federal Tax ID:	
Employer ID:	

DESCRIPTION

Lender: Jesus Bermudez Client: Jesus Bermudez
Purchaser/Borrower: N/A
Property Address: 000 Minnesota Road
City: San Juan
County: Hidalgo State: TX Zip: 78589
Legal Description: JOHN CLOSNER E449.44' N503.31'-4BLK 5.40AC

FEES	AMOUNT
Land Appraisal	800.00
SUBTOTAL	800.00

PAYMENTS			AMOUNT
Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
SUBTOTAL			0
TOTAL DUE			$ 800.00

Borrower	N/A				File No.	80123-2015	
Property Address	000 Minnesota Road						
City	San Juan	County	Hidalgo	State	TX	Zip Code	78589
Lender/Client	Jesus Bermudez						

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Appraiser Independence Certification

I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:

- I am currently licensed and/or certified by the state in which the property to be appraised is located My license is the appropriate license for the appraisal assignment(s) and is reflected on the appraisal report.
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisals pursuant to the required guidelines.

I assert that no employee, director, officer, or agent of Jesus Bermudez, or any other third party acting as joint venture partner, independent contractor, appraisal management company, or partner on behalf of Jesus Bermudez, influenced, or attempted to influence the development, reporting, result, or review of my appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner.

I further assert that Jesus Bermudez has never participated in any of the following prohibited behavior in our business relationship:

1) Withholding or threatening to withhold timely payment or partial payment for an appraisal report;

2) Withholding or threatening to withhold future business with me, or demoting or terminating or threatening to demote or terminate me;

3) Expressly or impliedly promising future business, promotions, or increased compensation for myself;

4) Conditioning the ordering of my appraisal report or the payment of my appraisal fee or salary or bonus on the opinion, conclusion, or valuation to be reached, or on a preliminary value estimate requested from me;

5) Requesting that I provide an estimated, predetermined, or desired valuation in an appraisal report prior to the completion of the appraisal report, or requesting that I provide estimated values or comparable sales at any time prior to my completion of an appraisal report;

6) Provided me an anticipated, estimated, encouraged, or desired value for a subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided;

7) Provided to me, or my appraisal company, or any entity or person related to me as appraiser, appraisal company, stock or other financial or non-financial benefits;

8) Any other act or practice that impairs or attempts to impair my independence, objectivity, or impartiality or violates law or regulation, including, but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the USPAP.

Signature

08/24/2015
Date

Edgar A. Herrera
Appraiser's Name

TX-1334716-R
State License or Certification #

State Title or Designation

03/31/2017 TX
Expiration Date of License or Certification State

000 Minnesota Road, San Juan, TX 78589
Address of Property Appraised

05/13

Victory Appraisal Services
PO Box 1722
Edinburg, TX 78540-1722
(956) 802-5508

08/24/2015

Jesus Bermudez
1316 E Minnesota Rd
San Juan, TX 78577

Re: Property: 000 Minnesota Road
San Juan, TX 78589
Borrower: N/A
File No.: 80123-2015

Opinion of Value: $ 230,000
Effective Date: 08/12/2015

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject.

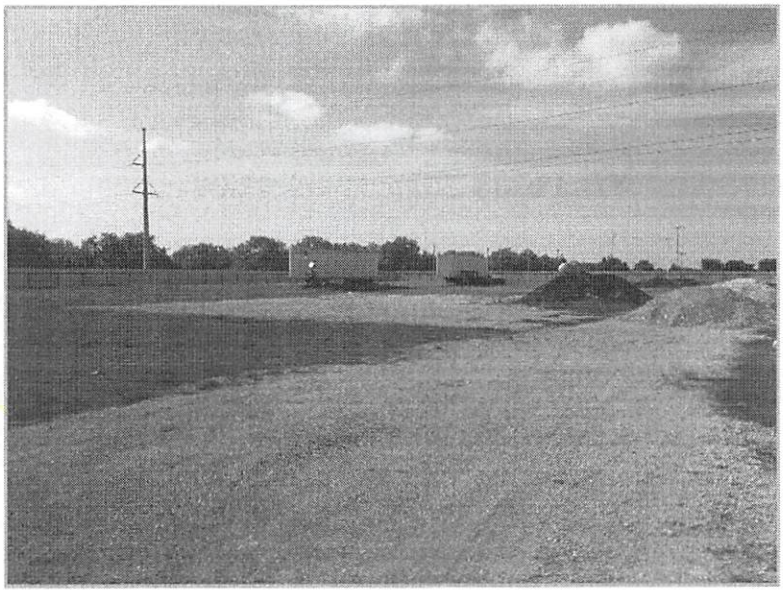
The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,

Edgar A. Herrera
License or Certification #: TX-1334716-R
State: TX Expires: 03/31/2017
victoryapp.services@yahoo.com

APPRAISAL OF REAL PROPERTY



LOCATED AT

000 Minnesota Road
San Juan, TX 78589
JOHN CLOSNER E449.44' N503.31'-4BLK 5.40AC

FOR

Jesus Bermudez
1316 E Minnesota Rd
San Juan, TX 78577

OPINION OF VALUE

230,000

AS OF

08/12/2015

BY

Edgar A. Herrera
Victory Appraisal Services
PO Box 1722
Edinburg, TX 78540-1722
(956) 802-5508
victoryapp.services@yahoo.com

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	000 Minnesota Road
	Legal Description	JOHN CLOSNER E449.44' N503.31'-4BLK 5.40AC
	City	San Juan
	County	Hidalgo
	State	TX
	Zip Code	78589
	Census Tract	0220.01
	Map Reference	32580
SALES PRICE	Sale Price	$ N/A
	Date of Sale	
CLIENT	Borrower	N/A
	Lender/Client	Jesus Bermudez
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	
	Price per Square Foot	$
	Location	Suburban
	Age	
	Condition	
	Total Rooms	
	Bedrooms	
	Baths	
APPRAISER	Appraiser	Edgar A. Herrera
	Date of Appraised Value	08/12/2015
VALUE	Opinion of Value	$ 230,000

Borrower	N/A			File No.	80123-2015
Property Address	000 Minnesota Road				
City	San Juan	County	Hidalgo	State TX	Zip Code 78589
Lender/Client	Jesus Bermudez				

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☐ **Appraisal Report** (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☒ **Restricted Appraisal Report** (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

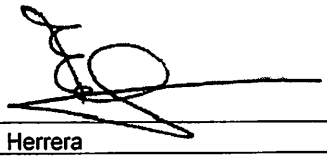
I certify that, to the best of my knowledge and belief:
— The statements of fact contained in this report are true and correct.
— The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
— Unless otherwise indicated, 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.
— Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
— I have no bias with respect to the property that is the subject of this report or 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 that were in effect at the time this report was prepared.
— Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
— Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

See attached addenda.

APPRAISER:

Signature: 
Name: Edgar A. Herrera
State Certification #: TX-1334716-R
or State License #:
State: TX Expiration Date of Certification or License: 03/31/2017
Date of Signature and Report: 08/24/2015
Effective Date of Appraisal: 08/12/2015
Inspection of Subject: ☐ None ☐ Interior and Exterior ☒ Exterior-Only
Date of Inspection (if applicable): 08/12/2015

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:
Name:
State Certification #:
or State License #:
State: Expiration Date of Certification or License:
Date of Signature:
Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable):

LAND APPRAISAL REPORT

Jesus Bermudez
File No.: 80123-2015

SUBJECT

Property Address: 000 Minnesota Road City: San Juan State: TX Zip Code: 78589
County: Hidalgo Legal Description: JOHN CLOSNER E449.44' N503.31'-4BLK 5.40AC

Assessor's Parcel #: J5700-00-006-0004-04 Tax Year: 2015 R.E. Taxes: $ 1,495 Special Assessments: $ 0
Market Area Name: JOHN CLOSNER Map Reference: 32580 Census Tract: 0220.01
Current Owner of Record: Jesus A. Bermudez & Blanca E. Lopez Borrower (if applicable): N/A
Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☐ Other (describe) HOA: $ 0 ☐ per year ☐ per month
Are there any existing improvements to the property? ☒ No ☐ Yes If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☒ Vacant ☐ Not habitable
If Yes, give a brief description:

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)
This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective
Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)
Intended Use: The appraisal is intended for use by the owner for decision making purposes. The appraisal is NOT intended for use in a mortgage finance transaction.
Intended User(s) (by name or type): The intended user of this appraisal report is the client.

Client: Jesus Bermudez Address: 1316 E Minnesota Rd, San Juan, TX 78577
Appraiser: Edgar A. Herrera Address: PO Box 1722, Edinburg, TX 78540-1722

MARKET AREA DESCRIPTION

Characteristics				Predominant Occupancy		One-Unit Housing PRICE $(000)		AGE (yrs)	Present Land Use		Change In Land Use	
Location:	☐ Urban	☒ Suburban	☐ Rural	☒ Owner	65				One-Unit	45 %	☐ Not Likely	
Built up:	☐ Over 75%	☒ 25-75%	☐ Under 25%	☐ Tenant	10	35	Low	0	2-4 Unit	3 %	☐ Likely *	☒ In Process *
Growth rate:	☐ Rapid	☒ Stable	☐ Slow	☐ Vacant (0-5%)		180	High	60	Multi-Unit	2 %	* To:	Residential to
Property values:	☐ Increasing	☒ Stable	☐ Declining	☒ Vacant (>5%)		60-90	Pred	35	Comm'l	10 %		Commerical
Demand/supply:	☐ Shortage	☒ In Balance	☐ Over Supply						Vacant	40 %		
Marketing time:	☐ Under 3 Mos.	☒ 3-6 Mos.	☐ Over 6 Mos.	25						%		

Factors Affecting Marketability

Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	☐	☒	☐	☐	☐	Adequacy of Utilities	☐	☐	☒	☐	☐
Convenience to Employment	☐	☒	☐	☐	☐	Property Compatibility	☐	☐	☒	☐	☐
Convenience to Shopping	☐	☒	☐	☐	☐	Protection from Detrimental Conditions	☐	☐	☒	☐	☐
Convenience to Schools	☐	☒	☐	☐	☐	Police and Fire Protection	☐	☐	☒	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐	☐	General Appearance of Properties	☐	☒	☐	☐	☐
Recreational Facilities	☐	☒	☐	☐	☐	Appeal to Market	☐	☒	☐	☐	☐

Market Area Comments: For the 3rd quarter, 2015, the average marketing time for single family residential properties in the PSJA area is 133 days. For the same period the average sale-to-list price is 95.5% (McAllen Assn. of Realtors, 08/15/05). Interest rates are near 6.0% with 0 to 2 points charged to the buyer. According to local marketing statistics, the subject's market appears stable.

SITE DESCRIPTION

Dimensions: Undisclosed/No plat map available. Site Area: 5.4 ac
Zoning Classification: No Zoning (County) Description: No Zoning
Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No improvements
Uses allowed under current zoning: No Zoning
Are CC&Rs applicable? ☐ Yes ☒ No ☐ Unknown Have the documents been reviewed? ☐ Yes ☒ No Ground Rent (if applicable) $ /
Comments:
Highest & Best Use as improved: ☒ Present use, or ☐ Other use (explain)
Actual Use as of Effective Date: No Zoning Use as appraised in this report: No Zoning
Summary of Highest & Best Use: The subject currently has no zoning. As per the Hidalgo County Planning and Zoning Department, the subject lends itself to residential, multi-family and commercial purposes. The current owner would have to talk to the Planning Department and verify what would be allowable (956-318-2840).

Utilities	Public	Other	Provider/Description
Electricity	☐	☐	None
Gas	☐	☐	None
Water	☒	☐	
Sanitary Sewer	☒	☐	
Storm Sewer	☒	☐	
Telephone	☒	☐	
Multimedia	☐	☐	

Off-site Improvements	Type	Public	Private
Street	Asphalt	☒	☐
Width	N/A		
Surface	Asphalt		
Curb/Gutter	None	☐	☐
Sidewalk	None	☐	☐
Street Lights	None	☐	☐
Alley	Dirt/Grass	☒	☐

Frontage	Adequate
Topography	Level
Size	Typical
Shape	Rectangular
Drainage	Appears Adequate
View	Residential

Other site elements: ☐ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)
FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone B FEMA Map # 4803340425C FEMA Map Date 11/16/1982
Site Comments: A current survey and title policy are recommended for any final determination of adverse easements, encroachments, or special assessments and flood designation; none were noted during visual inspections that would negatively affect the property value. Easements are for typical utility services. No adverse conditions are noted, subject to survey and title search. The subject does have an aluminum perimeter fence with a wrought iron gate improvement.

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LAND APPRAISAL REPORT

Jesus Bermudez
File No.: 80123-2015

TRANSFER HISTORY

My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): GMARMLS#R185564S

1st Prior Subject Sale/Transfer	
Date:	06/05/2015
Price:	155,000
Source(s):	GMARMLS#A185564S
2nd Prior Subject Sale/Transfer	
Date:	12/19/2013
Price:	95,000
Source(s):	GMARMLS#A168515S

Analysis of sale/transfer history and/or any current agreement of sale/listing: In accordance with USPAP Standards

Rule 1-5, the subject's history was researched over the past three years from the effective date of the appraisal for the subject and one year for the comparable sales. I

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	000 Minnesota Road San Juan, TX 78589	0 N Raul Longoria San Juan, TX 78589		410 E Ferguson St Pharr, TX 78577		2600 N Raul Longoria Rd San Juan, TX 78589	
Proximity to Subject		1.05 miles S		2.34 miles SW		1.12 miles S	
Sale Price	$ N/A		$ 178,000		$ 250,000		$ 250,000
Price/	$	$ 38,034.19		$ 50,000.00		$ 55,309.73	
Data Source(s)	HCAD/MLS	GMARMLS#A153433S		GMARMLS#A175772P		GMARMLS#A175757P	
Verification Source(s)	Appraisal Field Wrk	HCAD, Tx Lnd Rec 07/18/2013		HCAD, Limas Realty		HCAD, Plaza Realty	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust
Sales or Financing		Conventional		Pending Sale		Pending Sale	
Concessions		None noted		20% SP/LP Ratio	-37,500	20% SP/LP Ratio	-37,500
Date of Sale/Time		07/18/2013		Contract 07/15		Contract 07/15	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Suburban	Suburban		Suburban		Suburban	
Site Area	5.4	4.68	0	5	0	4.52	0
Permiter Fence/Gate	Permiter Fence/Gat	None	+33,000	None	+33,000	646 Wd Frame Hm	+28,000
$/Sq. Ft.							
Net Adjustment (Total, in $)		☒ + ☐ -	$ 33,000	☐ + ☒ -	$ -4,500	☐ + ☒ -	$ -9,500
		Net 18.5 %		Net 1.8 %		Net 3.8 %	
Adjusted Sale Price (in $)		Gross 18.5 %	$ 211,000	Gross 28.2 %	$ 245,500	Gross 26.2 %	$ 240,500

Summary of Sales Comparison Approach: The search for comparable sales was extensive and the data herein is considered the most appropriate available. The quality of the data is considered average. Indicated dates of sale are those as of the day of recording. Applicable adjustments were derived using "matched pairs" whenever possible, although, at times, the appraiser's judgement and experience was employed. Adjustments for physical characteristics are typical and well within generally accepted guidelines in terms of severity. Subject property is typical for its neighborhood. All properties analysed in this report are held in fee simple estate, which is the norm for the area. With good support from each of the three comparable sales, an "as is" value estimate for the subject property of $230,000.00 is found to be reasonable and supportable by the Sales Comparison Analysis.

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities: N/A

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 230,000

Final Reconciliation: Based on the information provided in this report, and with emphasis on the indication of the Sales Comparison Analysis, the final estimate of market value for the subject property is $230,000.00.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions:

☒ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 230,000 , as of: 08/12/2015 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 31 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: ☒ Scope of Work

☒ Limiting cond./Certifications ☐ Narrative Addendum ☒ Location Map(s) ☒ Flood Addendum ☐ Additional Sales

☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☒ Extraordinary Assumptions ☐

SIGNATURES

Client Contact: Client Name: Jesus Bermudez

E-Mail: Address: 1316 E Minnesota Rd, San Juan, TX 78577

APPRAISER

Appraiser Name: Edgar A. Herrera
Company: Victory Appraisal Services
Phone: (956) 802-5508 Fax:
E-Mail: victoryapp.services@yahoo.com
Date of Report (Signature): 08/24/2015
License or Certification #: TX-1334716-R State: TX
Designation:
Expiration Date of License or Certification: 03/31/2017
Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect (Desktop)
Date of Inspection: 08/12/2015

SUPERVISORY APPRAISER (if required)
or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:
Company:
Phone: Fax:
E-Mail:
Date of Report (Signature):
License or Certification #: State:
Designation:
Expiration Date of License or Certification:
Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection:

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HCAD Property Details Sheet Page #1

Hidalgo CAD

Property Search Results > 199901 BERMUDEZ JESUS A & JAIME & BLANCA E LOPEZ for Year 2015

Property

Account

Property ID:	199901	Legal Description:	JOHN CLOSNER E449.44' N503.31'-4BLK 5.40AC
Geographic ID:	J5700-00-006-0004-04	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	MINNESOTA RD TX	Mapsco:	
Neighborhood:		Map ID:	
Neighborhood CD:			

Owner

Name:	BERMUDEZ JESUS A & JAIME & BLANCA E LOPEZ	Owner ID:	1052241
Mailing Address:	1316 E MINNESOTA RD PHARR, TX 78577	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$0		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$64,800	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0	$0	
(+) Timber Market Valuation:	+	$0	$0	
(=) Market Value:	=	$64,800		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$64,800		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$64,800		

Taxing Jurisdiction

Owner: BERMUDEZ JESUS A & JAIME & BLANCA E LOPEZ
% Ownership: 100.0000000000%
Total Value: $64,800

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$64,800	$64,800	$0.00
DR1	DRAINAGE DISTRICT #1	0.095700	$64,800	$64,800	$62.01
FD4	EMS DIST #04	0.027200	$64,800	$64,800	$17.63
GHD	HIDALGO COUNTY	0.590000	$64,800	$64,800	$382.32
JCC	SOUTH TEXAS COLLEGE	0.185000	$64,800	$64,800	$119.88
R18	ROAD DIST 18	0.000000	$64,800	$64,800	$0.00
SPA	PSJA ISD	1.359200	$64,800	$64,800	$880.76
SST	SOUTH TEXAS SCHOOL	0.049200	$64,800	$64,800	$31.88
	Total Tax Rate:	2.306300			
				Taxes w/Current Exemptions:	$1,494.48
				Taxes w/o Exemptions:	$1,494.48

Improvement / Building

No improvements exist for this property.

HCAD Property Details Sheet Page #2

Hidalgo CAD - Property Details http://propaccess.hidalgoad.org/clientdb/Property.aspx?prop_id=199901

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	5.4000	235224.00	0.00	0.00	$84,600	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	N/A	N/A	N/A	N/A	N/A	N/A
2015	$0	$84,600	0	84,600	$0	$84,600
2014	$0	$84,600	0	84,600	$0	$84,600
2013	$0	$51,300	0	51,300	$0	$51,300

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/20/2015 12:00:00 AM	WDV	WARRANTY DEED/VENDORS LIEN	DE LEON JOSE	BERMUDEZ JESUS			2613210
2	12/10/2013 12:00:00 AM	SWD	SPEC. W/D	SOLIDA ADMINISTI	DE LEON JOSE			2470848
3	11/29/2011 12:00:00 AM	SWD	SPEC. W/D	INTER NATIONAL E	SOLIDA ADMINISTI			2158186

Tax Due

Property Tax Information as of 08/24/2015

Amount Due if Paid on: [redacted]

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

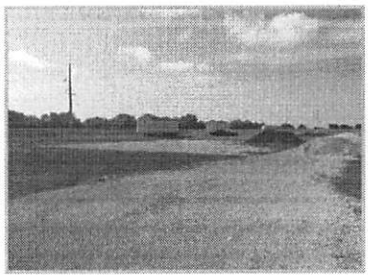
Questions Please Call (956) 381-8466

Website version: 1.2.2.2 Database last updated on: 8/23/2015 11:47 PM © 2015 True Automation, Inc. All Rights Reserved. Privacy Notice

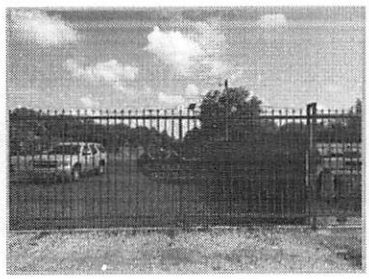
This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

Subject Photos

Borrower	N/A						
Property Address	000 Minnesota Road						
City	San Juan	County	Hidalgo	State	TX	Zip Code	78589
Lender/Client	Jesus Bermudez						

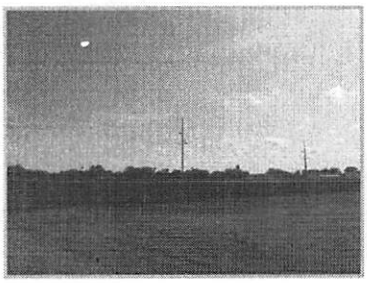


Subject Front

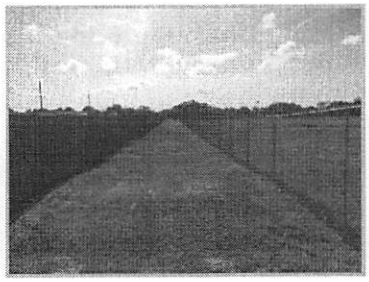


Subject Gate

Subject Easment/Road



Subject Fence



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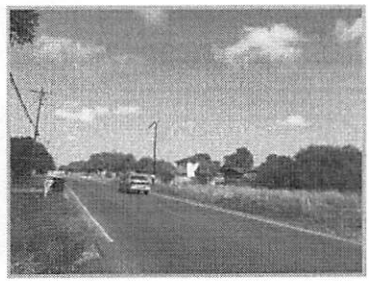
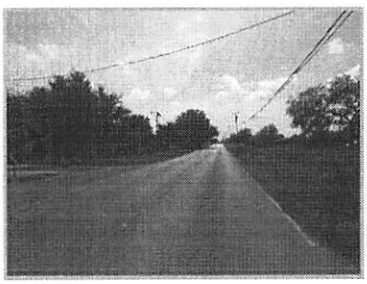
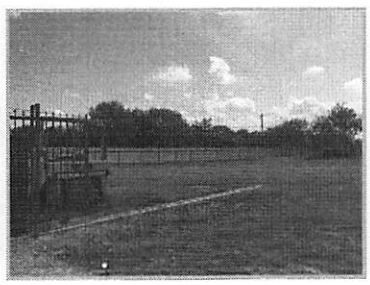


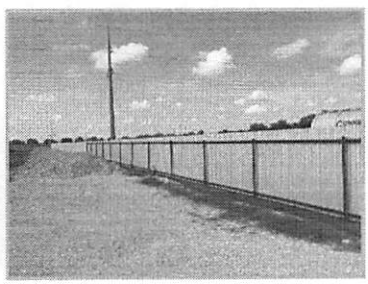
Subject Street View West



Subject Street View East

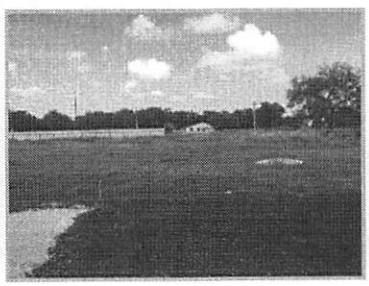


Subject Fence



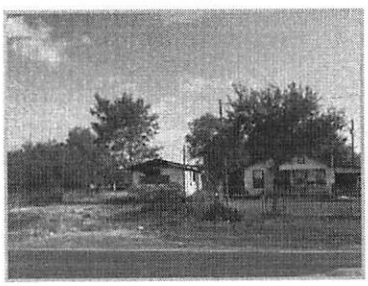
Subject Fence

Subject Street View

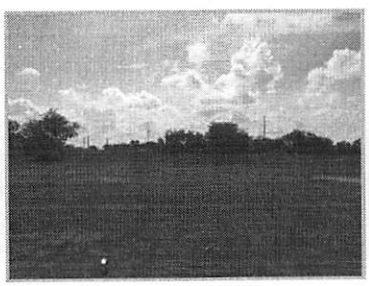


Subject

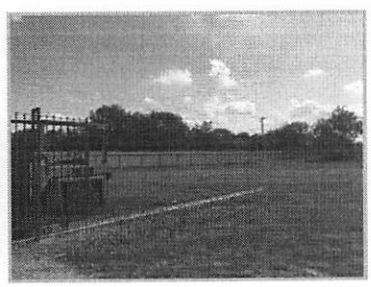
Subject



View From Subject Front



Subject



Subject

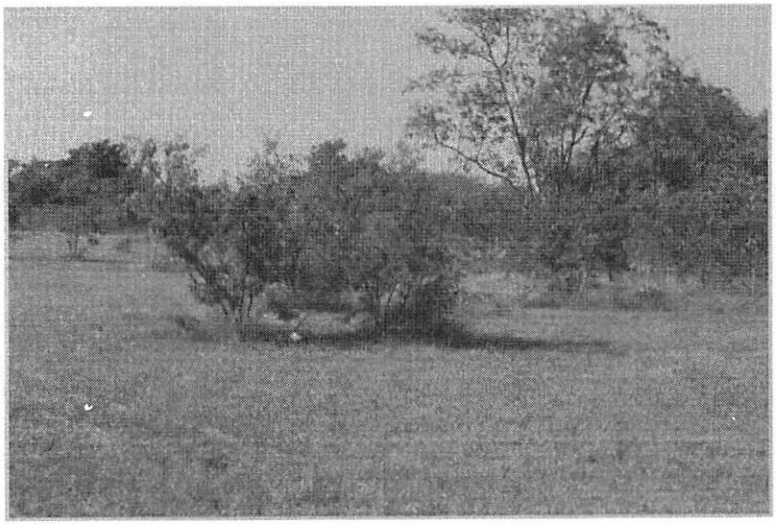
Comparable Photo Page

Borrower	N/A						
Property Address	000 Minnesota Road						
City	San Juan	County	Hidalgo	State	TX	Zip Code	78589
Lender/Client	Jesus Bermudez						

Comparable 1

0 N Raul Longoria

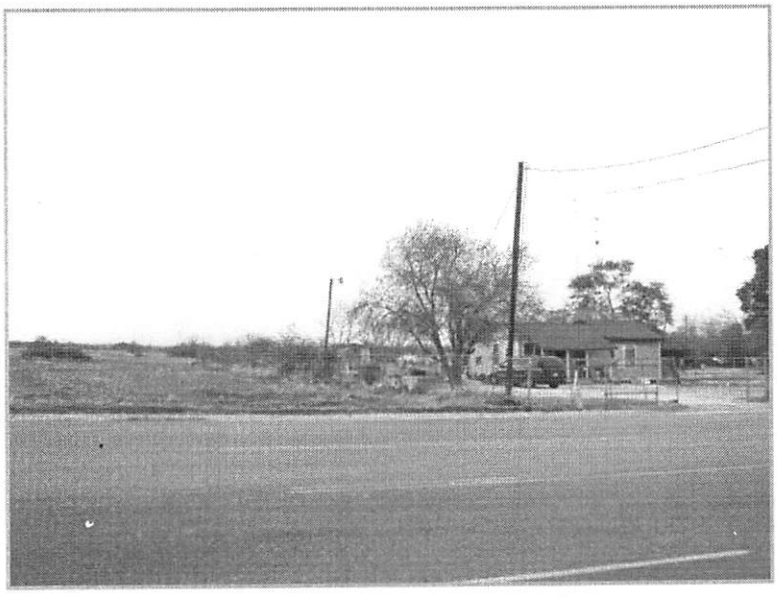
Proximity	1.05 miles S
Sale Price	178,000
GLA	
Total Rooms	
Total Bedrms	
Total Bathrms	
Location	Suburban
View	
Site	4.68
Quality	
Age	



Comparable 2

410 E Ferguson St

Proximity	2.34 miles SW
Sale Price	250,000
GLA	
Total Rooms	
Total Bedrms	
Total Bathrms	
Location	Suburban
View	
Site	5
Quality	
Age	



Comparable 3

2600 N Raul Longoria Rd

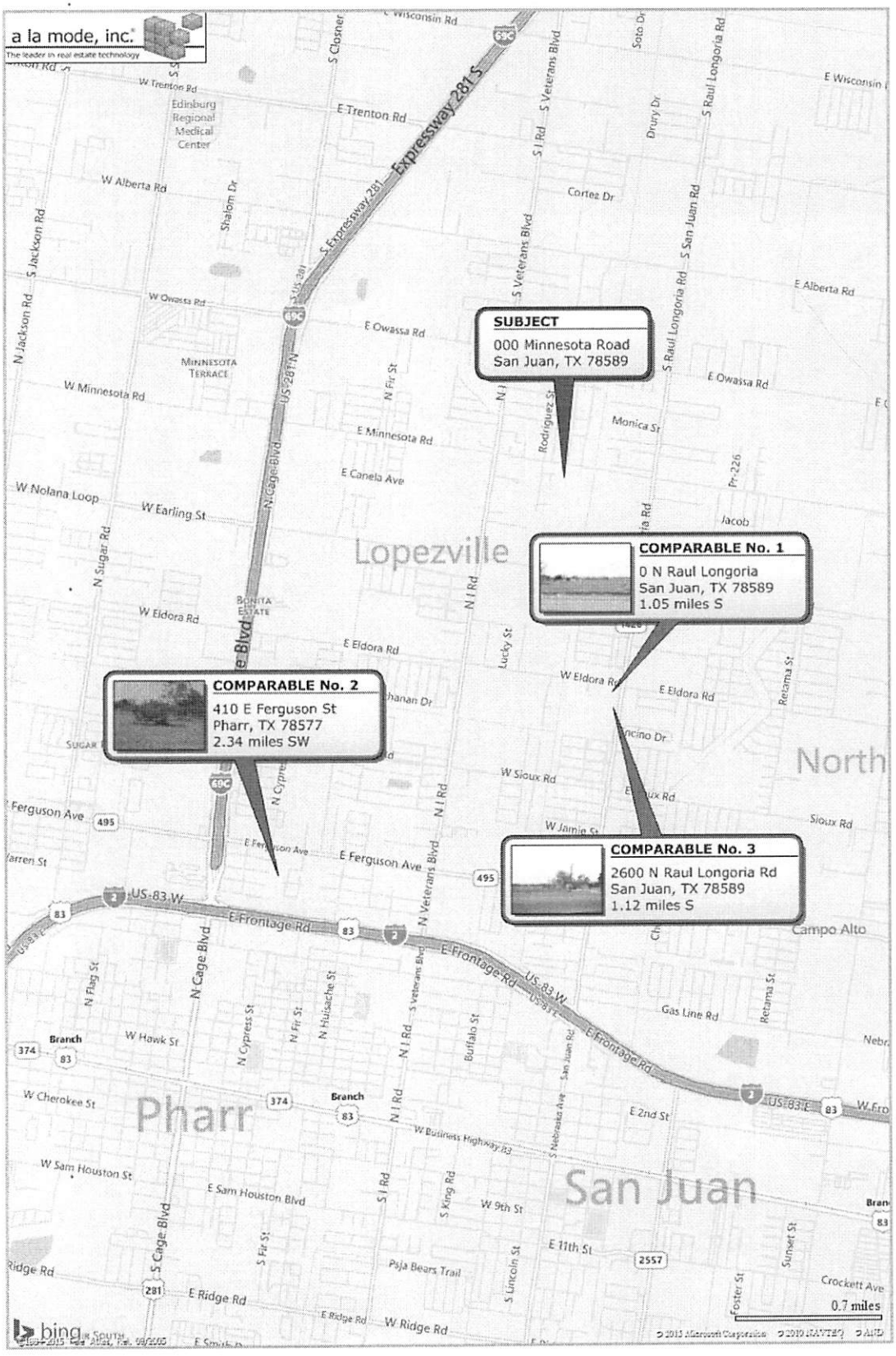
Proximity	1.12 miles S
Sale Price	250,000
GLA	
Total Rooms	
Total Bedrms	
Total Bathrms	
Location	Suburban
View	
Site	4.52
Quality	
Age	

Aerial Map

Borrower	N/A						
Property Address	000 Minnesota Road						
City	San Juan	County	Hidalgo	State	TX	Zip Code	78589
Lender/Client	Jesus Bermudez						

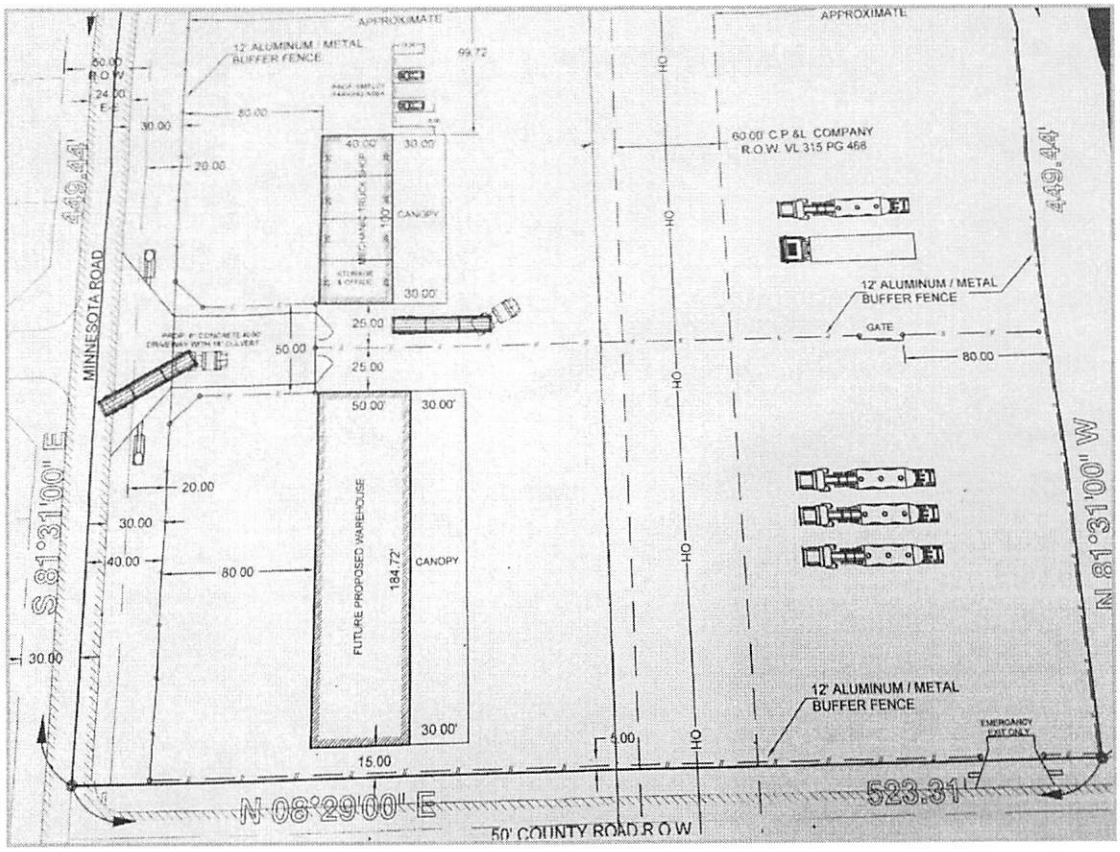
Comparable Sales Map

Borrower	N/A						
Property Address	000 Minnesota Road						
City	San Juan	County	Hidalgo	State	TX	Zip Code	78589
Lender/Client	Jesus Bermudez						



Site Map

Borrower	N/A						
Property Address	000 Minnesota Road						
City	San Juan	County	Hidalgo	State	TX	Zip Code	78589
Lender/Client	Jesus Bermudez						



Flood Map

Borrower	N/A						
Property Address	000 Minnesota Road						
City	San Juan	County	Hidalgo	State	TX	Zip Code	78589
Lender/Client	Jesus Bermudez						

Tax Assessor's Map

Borrower	N/A						
Property Address	000 Minnesota Road						
City	San Juan	County	Hidalgo	State	TX	Zip Code	78589
Lender/Client	Jesus Bermudez						

Hidalgo CAD - Map of Property ID 199901 for Year 2015

Property Details

Account

Property ID: 199901
Geo ID: J5700-00-006-0004-04
Type: Real
Legal Description: JOHN CLOSNER E449.44' N503.31'-4BLK 5.40AC

Location

Situs Address: MINNESOTA RD TX
Neighborhood:
Mapsco:
Jurisdictions: FD4, SST, DR1, JCC, GHD, SPA, R18, CAD

Owner

Owner Name: BERMUDEZ JESUS A & JAIME & BLANCA E LOPEZ
Mailing Address: , 1316 E MINNESOTA RD, PHARR, TX 78577

Property

Appraised Value: $64800

http://propaccess.hidalgoad.org/Map/View/Map/1/199901/2015

powered by PropertyACCESS (LPS)

Map Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on the ground survey and represents only the approximate relative location of property boundaries. The Hidalgo County Appraisal District expressly disclaims any and all liability for its use.

Appraiser License

Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

Certified Residential Real Estate Appraiser

Number: TX 1334716 R

Issued: 03/12/2015 Expires: 03/31/2017

Appraiser: EDGAR ALFREDO HERRERA

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 Residential Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

PRIVACY NOTICE

Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

Types of Nonpublic Personal Information We Collect

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

Parties to Whom We Disclose Information

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.Please feel free to call us any time if you have any questions about the confidentiality of the information that you provide to us.

APPRAISER DISCLOSURE STATEMENT

Jesus Bermudez
File No. 80123-2015

Name of Appraiser: Edgar A. Herrera

Class of Certification/Licensure:
- ☐ Certified General
- ☒ Certified Residential
- ☐ Licensed Residential
- ☐ Temporary ☐ General ☐ Licensed

Certification/Licensure Number: TX-1334716-R
Certification/Licensure State: TX Expires: 03/31/2017

Scope: This Report
- ☒ is within the scope of my Certification or License
- ☐ is not within the scope of my Certification or License

Service Provided By:
- ☒ Disinterested & Unbiased Third Party
- ☐ Interested & Biased Third Party
- ☐ Interested Third Party on Contingent Fee Basis

Signature of person preparing and reporting the Appraisal:

This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state-licensed real estate appraiser.

Supplemental Addendum File No. 80123-2015

Borrower	N/A						
Property Address	000 Minnesota Road						
City	San Juan	County	Hidalgo	State	TX	Zip Code	78589
Lender/Client	Jesus Bermudez						

Primary Source of Data:

The appraiser's primary source of data is from the local MLS. The appraiser's research of the terms of sale are limited by the constraints of MLS members who believe it is detrimental to report transaction types and financing terms. Due to the lack of cooperation and inconsistent reporting by local MLS members, there is an expected margin of error in the analysis. This appraiser cannot force the data to be shared, nor can the appraiser be held accountable for that information that was not available.

This appraiser completed this assignment with no influence on value (written or verbal) from any party connected with this assignment as referenced in the signed certification located on page 5 of the URAR (Items 16 and 18). To this appraiser's knowledge and only to the extent to which this appraiser would know (from the appraisal receiving end), the subject appraisal is in compliance with the Fannie Mae/Freddie Mac Appraiser Independence Requirements (AIR), Appraiser Independence Safeguards (I). Requirements such as Acceptability of Subsequent Appraisals (II), Borrower Receipt of Appraisal (III), Appraiser Engagement (IV), Use of Reports (V), Transfer of Appraisals (VI), Referrals of Appraisal Misconduct (VII), and Compliance (VIII) are requirements that are unknown to this appraiser. This appraiser is not related to the owner of the subject property, and if this is a purchase, not related to the buyer either.

Zoning District:

No Zoning

Description:

No Zoning

Data bases utilized:

Greater McAllen Association of Realtors Multiple Listing Service/RGV Shared

Purpose:

The purpose of this appraisal is to estimate the market value in the fee simple estate interest of the subject property as of the effective date of the appraisal. The effective date of appraisal is August 12, 2015.

Highest and Best Use:

The highest and best use for the subject property was evaluated during this appraisal process. It has been determined to be for use as a single-family residence based on surrounding infrastructure and the improvements present on the site, as the improvements contribute substantial to the subject property's value.

Supplemental Addendum

File No. 80123-2015

Borrower	N/A						
Property Address	000 Minnesota Road						
City	San Juan	County	Hidalgo	State	TX	Zip Code	78589
Lender/Client	Jesus Bermudez						

Exposure Period:

Based upon the appraisers' knowledge of current market conditions supported by past comparable sales and listings, the appraisers estimate that a reasonable exposure period would not exceed 6 months.

Marketing Period:

With adequate advertising, exposure and aggressive marketing, the appraisers estimate a reasonable marketing period to exceed 6 months. This is based primarily on marketing data presented in the Multiple Listing Service and the appraisers' knowledge of this particular sub-market.

Easement/Encroachments:

The appraiser was not furnished a survey of the site prior to the site inspection. During the visual observation of the subject site, no apparent adverse easements nor adverse encroachments were observed. No warranties are made as to the lack of adverse easements or encroachments. It is recommended that a survey of the site done by a licensed land surveyor be used to determine evidence of or absence of any adverse easements or encroachments.

Flood Zone:

The appraiser relied on FEMA flood maps, delivered through an electronic data delivery system, in order to determine the flood designation of the subject reflected on the report, however, the appraiser is not qualified to perform a flood certification and it is recommended that the exact zone in which the site is located be identified and defined by a professional engineer.

Environmental Concerns:

The existence of hazardous substances, including without limitation to asbestos, polychlorinated biphenyl, petroleum leakage, lead based paint, molds or agricultural chemicals, which may or may not be present on the subject property, or other environmental conditions, were not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection of the site and if applicable the improvements. The appraiser has no knowledge of the existance of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified nor licensed to test such substances or conditions. If the presence of such substances or environmental conditions may affect the value of the property, the value estimate is predicated on the assumption that there is no such condition on or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover the same.

Environmental Disclaimer:

The opinion of market value expressed herein is based upon the assumption that the property is not negatively affected by the existence of hazardous or detrimental environmental conditions. The appraiser in not an environmental expert. The appraisers routine inspection did not reveal any apparent hazardous

Supplemental Addendum File No. 80123-2015

Borrower	N/A						
Property Address	000 Minnesota Road						
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Lender/Client	Jesus Bermudez						

substances or detrimental conditions which would affect the property.

Appraiser Liability:

The appraisers liability extends only to the stated client, not to subsequent parties or users of any type and the total liability of the appraisers and/or firm of Victory Appraisal Services is limited to the amount of the fee received by the appraiser for this report. The submission of this appraisal does not include the requirement of publication, court testimony or court appearance. Special arrangements will have to be made for this purpose, including fees and time frames.

SIGNIFICANT APPRAISAL ASSISTANCE:

I recognize that significant appraisal assistance was provided by the county appraisal district and tax assessment office. In calculating and rendering an opinion of site value for the subject, I relied upon assessed values of surrounding properties rendered by the county. These values were applied to an allocation/ratio method in order to obtain an opinion of site value for the subject.

SCOPE OF WORK:

The Scope of Work is part of the appraisal process and is a preliminary decision made by me in communication with the Client in terms of how the appraisal should be conducted. It requires, in part, an identification of the intended users and the function of the appraisal (how it is to be used) so that sufficient analysis, methodology and communication can be made to those who rely on the appraisal to make necessary decisions. The Uniform Standards of Professional Appraisal Practice (USPAP) defines Intended User as "the client and any other party as identified, by name or by type, as users of the appraisal, appraisal review, or appraisal consulting report by me on the basis of communication with the client at the time of the assignment." Although there are those that may choose to rely on the appraisal report, they are NOT identified as Intended Users of this appraisal report. Included in the Scope of Work decision and communication is the need of sufficient information gathered and analyzed to develop and report a credible opinion of value.

In order to satisfy the Uniform Standards of Professional Appraisal Practice (USPAP) requirements, a preliminary search of available resources and data is made to determine market trends, influences, location, and other significant factors pertinent to the subject property. Then, the subject site and improvements are personally examined, including both the exterior and interior of the subject dwelling via a non-intrusive physical observation, measuring the improvements – utilizing plans provided by the builder or client - in order to obtain an approximate square footage, and taking sufficient photographs to adequately characterize the property appraised. This examination is intended to reveal the condition of the various components of the subject property that would be typically identified by an informed prospective buyer. I am not a licensed property inspector, nor a building inspector, termite/dry rot inspector, or a licensed building contractor. The reported condition used to base a comparative analysis and develop a Highest and Best Use conclusion, is to be relied upon for judging the integrity, condition, or remaining life of any individual component(s) of the subject property. Any obvious, readily observable defects in the subject property will be noted in this written

Supplemental Addendum File No. 80123-2015

Borrower	N/A						
Property Address	000 Minnesota Road						
City	San Juan	County	Hidalgo	State	TX	Zip Code	78589
Lender/Client	Jesus Bermudez						

Summary Appraisal Report and appropriately considered in the final value conclusion. My intent is to value the subject property in consideration of its defined observed condition as of the effective date of the appraisal. The value opinion is contingent upon the existence of no defects that a typical buyer would not detect; and if such defects do exist, they are appropriately corrected and/or treated. When required inspections and/or repairs are made as contingencies to the final value opinion, they are made solely to bring the subject property to a condition that will make it
acceptable to Fannie Mae and Freddie Mac guidelines.

Extent of research into physical, functional and economic factors that could affect the property include, but not limited to, flood maps, plat maps, zoning, and Builderscost.net to obtain an opinion of Quality ratings. All general data pertinent to the subject property that was not obtained from my personal examination of the subject was obtained from sources believed to be reliable (i.e. government entities, title companies, etc.). Conclusions reported herein were based on data gathered, analyzed and considered reasonably available. At the time of the assignment, I was asked to perform an appraisal in accordance with Fannie Mae guidelines. There were no additional lender requirements over and beyond that of the Fannie Mae protocol. All sales data obtained is from sources believed to be reliable (i.e. Multiple Listing Services, my work files, realtors, assessor's offices, tax offices, buyer and sellers, other appraisers, etc.). Sales are verified with at least two sources to an extent that the sales price and nuances of the market area identified in accordance with the definition of Market Value found on Fannie Mae Form 1004 contained herein. All sales are visually examined from the street. The subject's history was researched for the past three years from the effective date of the appraisal and findings are reported herein. The type and extent of analysis applied to arrive at opinions or conclusions include a Sales Comparison Analysis, Cost Approach, Market Conditions Analysis, and highest and best use with each being addressed herein. Certain approaches were given more weight consideration than others in the final reconciliation (see comments below regarding approaches to value).

VALUATION METHODOLOGY:

The valuation of residential property utilizes three approaches
to value. The three approaches are: 1) The Cost Approach, 2) The Sales Comparison Analysis, 3) The Income Approach. Data relevant to each of the approaches is developed and analyzed to produce a value from each of the approaches. Each of the approaches utilizes data that is gathered from the market place. Items of both similarity and dissimilarity in comparable
properties are analyzed and adjustments are made for the differences. Finally, the three indicators of value developed by the approaches are correlated with reference to the quality and quantity of data available and analyzed along with the applicability or suitability of the approaches to produce my final opinion of value in accordance with USPAP Standards Rule 1-6. See Comment Addendum for discussions regarding each approach to value. As previously stated herein, I determined that the Cost Approach is not applicable to the assignment due to the age of the improvements, nor is it necessary in order to develop a credible assignment results. The "cost new" of a property is not typically part of the decision making process of a buyer desiring a property similar in age to that of the subject. The Income Approach is not applicable to this assignment. See Comment

Supplemental Addendum File No. 80123-2015

Borrower	N/A						
Property Address	000 Minnesota Road						
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Lender/Client	Jesus Bermudez						

Addendum for discussions regarding each approach to value.

SOURCE FOR DEFINITION OF MARKET VALUE:

Fannie Mae:

SOURCE FOR DEFINITION OF MARKET VALUE: The source of the definition of market value is obtained in Fannie Mae Guide (04/01/2009) Section B4-1.2-03. The definition of market value is contained in Fannie Mae Form 1004.

Freddie Mac:

SOURCE FOR DEFINITION OF MARKET VALUE: The source of the definition of market value is obtained in Freddie Mac Guidelines, Single-Family Seller/Servicer Guide, Chapter 44. The definition of market value is contained herein on this Fannie Mae Form 1004.

USDA:

SOURCE FOR DEFINITION OF MARKET VALUE: The source of the definition of market value is obtained in HUD Handbook 4150.2 Paragraph 4-1A as required by USDA. See attached definition of market value contained in Fannie Mae Form 1004.

FHA:

SOURCE FOR DEFINITION OF MARKET VALUE: The source of the definition of market value is obtained in HUD Handbook 4150.2 Paragraph 4-1A. See attached definition of market value contained in Fannie Mae Form 1004.

LAND:

SOURCE FOR DEFINITION OF MARKET VALUE: The source of the definition of market value is obtained in 12 C.F.R. 34.42 (g). See attached definition of market value contained herein.

NCUA:

SOURCE FOR DEFINITION OF MARKET VALUE: The source of the definition of market value is obtained in 12 CFR 722.2(f)). See attached definition of market value contained herein.

Land Value – Allocation/Rato Method (When Applicable):

Page 3 of URAR- In that the State of Texas is a non-disclosure state, data regarding land sales is extremely limited. I was not able to identify any vacant land sales from within the subject development or the immediate surrounding area. Due to the lack of any vacant land sales, I utilized the Allocation/Ratio Method to assign land value. Similar sites within the development with similar sized improvements have an allocation ratio range of 21.02% to 26.90% with a mean ratio of 24.42%, a median of 25.04%, and a mode of 25.04%. Reconcile allocation ratio of 25% (result rounded).

Supplemental Addendum File No. 80123-2015

Borrower	N/A						
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Lender/Client	Jesus Bermudez						

ASSUMPTIONS and EXTRAORDINARY ASSUMPTIONS:

This appraisal is subject to the following conditions and/or assumptions (others may be included in this report). This information is being provided in an effort to provide full disclosure of the conditions under which this appraisal was completed. Extraordinary assumption is defined by USPAP as "an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions." The standard scope of appraisal practice does not require me to investigate the legality of the construction of the original subject structures. I did not investigate the legality of the proposed construction of the improvements and I presume that the structure to be built has any and all required building permits. Concerned properties should contact the owner regarding this matter. I did not investigate the subject, nor the comparable sales, to form an opinion regarding 1) a death may have occurred at the properties or 2) if any prior criminal acts have been committed at the properties. I have no knowledge of any such occurrences or acts, nor was I informed by any third party regarding such occurrences or acts. An extraordinary assumption is utilized with regard to any deaths and/or criminal acts that may have occurred. This type of investigation is beyond the standard scope of appraisal practice.
I did not conduct an investigation into "Megan's Law" (which was passed by Congress in 1996, said law governs sex offender registration and community notification) as it relates to the subject, the immediate market area of the subject and the comparable sales. This type of investigation is beyond the standard scope of appraisal practice and normal appraisal business practices. I did not notice any posting of code violations at the subject property, nor was I informed by any third party of any such violations. I did not conduct an investigation to determine if a notice of pendence of action relative to a code violation has been recorded against the subject property by the local code enforcement agency relative to violations of Health and Safety Codes and/or applicable sections of the Code of Civil Procedure. This type of investigation is beyond the scope of appraisal practice. I am not a building contractor or a qualified home inspector. My expertise is in determining value only. I am not qualified to observe or report on physical items that are not easily visible. Any parties to this transaction having concerns regarding structural, mechanical, infestation, contamination or other issues about the subject property are urged to consult an expert in the appropriate field. While others "may rely" on the report, they should not rely on it to disclose condition and defects. An extraordinary assumption is utilized that the subject property is similar and conducive to other properties within the subject's market area with regards to the items listed above.
An extraordinary assumption is utilized in that all data obtained from realtors regarding the comparable sales submitted herein is accurate. If found to be false, my opinions and conclusions could be affected.

ALLOCATION METHOD (WHEN APPLICABLE):

The Allocation method is not commonly used, but if a newly constructed home is built on a site that was purchased recently, it can be effective. The Allocation method can be applied as a percentage or proportion of the total value of an improved property. For a comparable improved sale, either the land or building

Supplemental Addendum File No. 80123-2015

Borrower	N/A						
Property Address	000 Minnesota Road						
City	San Juan	County	Hidalgo	State	TX	Zip Code	78589
Lender/Client	Jesus Bermudez						

portion must be determined. If the house is relatively new, estimating the cost of improvements and dividing the costs by the sales price of the house will give you the percentage of the improvements to the purchase price of the comparable. The allocation method is not as reliable to apply on an older house because estimating accrued depreciation is too subjective. If new developments are being constructed nearby, consultation with the developers is helpful if the developers can provide the building costs associated with the houses being sold. This includes site improvements, such as landscaping, driveway, open patios, and swimming pools. For example, a relatively new house sells for $300,000 and you determine the cost of the building improvements and site improvements to be $200,000. The improvements represent 66.7 percent of the overall purchase price. That leaves 33.3 percent attributable to the land. If houses that are recently sold nearby the subject property range from $270,000 to $320,000 and are overall similar to the subject improvements (land-to-building ratio, age/condition and extra features), applying the 33 percent would indicate a land value ranging from $89,900 to $106,600, rounded. While an allocation as a ratio of land to total sale price indicates a ratio of one to three in this example (land portion is $100,000/total sale price $300,000), it is easier to apply the allocation method as a percentage of land to total sale price.

EXTRACTION METHOD (WHEN APPLICABLE):

In a nutshell, site value is the difference between the sale price of a property and the contributory value of its improvements. So how do you determine the contributory value of the improvements? There are several ways to do this. The contributory value of the improvements is the same as the depreciated value of the improvements as observed in the market. In other words, it can be construed as cost new, less the accrued depreciation. Accrued depreciation is calculated as the effective age divided by the total economic life of the improvements.
When valuing the subject property the appraiser calculates the effective age by an onsite visit to the property and observes any physical deterioration in order to arrive at the effective age. However, the appraiser does not have the luxury of visiting the interior of a comparable sale or even walking around the outside of the comparable sale that is a good candidate for the site value by the abstraction method. But if the property is listed on the Multiple Listing Service, there is a possibility that there are photographs of the interior and exterior of the property. Therefore, the proper procedure would be for the appraiser to calculate the replacement cost new of the improvements first and then subtract the depreciated value (contributory value) of the improvements. But what about the site improvements such as the swimming pool, driveway, landscaping, etc? That too has to be subtracted from the replacement cost new of the improvements. Where do you get your replacement cost figures? There are several sources.
One is Marshall & Swift (also referred to as Marshall Valuation Service). The other is Building-Cost.net. Another method, though one that is not supportable, is to obtain the Property Assessor's estimate of the depreciated value of the improvements of a recently closed sale. The land value would be the sales price less the property assessor's estimate of the depreciated value of the improvements. I indicate that this is not supportable because an owner can have their property assessment successfully appealed resulting in a reduction in the improvement portion of the assessment while another recently sold house may not have had their property assessment appealed, resulting in no reduction. Assessments are based on the mass appraisal system and not looked at

Supplemental Addendum

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individually.

Example as follows:
Property Address
100 Prospect Drive
230 Albondigas Ave.
Date of Sale
August 2012
September 2012
Sale Price (A)
$450,000
$375,000
Replacement Cost New
$275,000*
$250,000*
Less: Depreciation of Improvements
$68,750**
$83,250***
Depreciated Value of Improvements (B)
$206,250
$166,750
Site Value (A less B)
$243,750
$208,250
Site Size
15,000 sq. ft.
12,000 sq. ft.
Site Value per Sq. Ft.
$16.25
$17.35
* Based on Building-Cost.net
** Based on an Effective Age of 15 years and a Total Economic Life of 60 years (15/60 =
25%)
*** Based on an Effective Age of 20 years and a Total Economic Life of 60 years (20/60 = 33.3%).

Data bases utilized:

All comps are the most recent activity discovered of homes considered overall similar to the subject from within the subject's immediate and greater market areas. Extensive research was conducted in the GMAR MLS and tax records via HCAD with the comparables utilized being considered to be the best available and overall most representative of the subject's market.

Best sales utilized:

The comparable sales presented within this report are considered to be the best available to this appraiser at the time for comparison to the subject. Comparable sales information is based on MLS and/or local government records. All comparable sales have been verified as closed by the MLS and/or governmental records, unless otherwise noted. All adjustments are market derived and are at

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market direction.

Reconciliation of Approaches on Form:

The direct market approach is given all emphasis. The cost approach is not developed per client instructions. The income approach is not given emphasis due to the data being considered inconclusive.

PHYSICAL ADDRESS: Regardless of any existing title or survey, the UAD requires that the address for the subject match that which is provided by the United States Postal Service. Per Fannie Mae/Freddie Mac, HUD/FHA, and VA guidelines, the appraisal's subject property address must match the address provided by the USPS in order to be UAD/UCDP compliant. Verification of the address can be found at www.usps.com. Any request to change the address will make the report non-compliant with UAD and may result in the report being unacceptable for delivery to the Secondary Market.

GRID ADJUSTMENTS MADE ON DIFFERENCES: Appraising is an art in which appraisers apply their observations, judgments and experience to the analysis and interpretation of data extracted from the marketplace in order to arrive at grid adjustments in the Sales Comparison Analysis. Subject appraisal falls within these acceptable professional appraisal parameters.

This appraiser completed this assignment with no influence on value (written or verbal) from any party connected with this assignment as referenced in the signed certification located on page 5 of the URAR (Items 16 and 18). To this appraiser's knowledge and only to the extent to which this appraiser would know (from the appraisal receiving end), the subject appraisal is in compliance with the Fannie Mae/Freddie Mac Appraiser Independence Requirements (AIR), Appraiser Independence Safeguards (I). Requirements such as Acceptability of Subsequent Appraisals (II), Borrower Receipt of Appraisal (III), Appraiser Engagement (IV), Use of Reports (V), Transfer of Appraisals (VI), Referrals of Appraisal Misconduct (VII), and Compliance (VIII) are requirements that are unknown to this appraiser. This appraiser is not related to the owner of the subject property, and if this is a purchase, not related to the buyer.

VALUATION METHODOLOGY: The valuation of residential property utilizes three approaches to value. The three approaches are: 1) The Cost Approach, 2) The Sales Comparison Analysis, 3) The Income Approach. The Scope of Work decision made by me, in communication with the client, is based on the appropriateness of each approach to value and its necessity for credible assignment results. Relevant data is developed and analyzed to produce a value from each of the approaches performed. Data for each approach utilized is gathered from the market place. Items of both similarity and dissimilarity in comparable properties are analyzed and adjustments are made for the differences recognized in the market. Finally, the indicators of value developed are correlated with reference to the quality and quantity of data available and analyzed along with the applicability or suitability of the approaches used to produce the final opinion of value in accordance with USPAP Standards Rule 1-6.

ADDITIONAL FEES: This appraiser was assigned to appraise the subject property for either lending purposes or for an estimate of market value. This

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appraiser has performed the appraisal in accordance with the scope of work requested by the client and/or borrower. Additional fees may be imposed as an hourly fee on any future requests for additional services regarding this appraisal. This may include, but is not limited to court appearances, depositions, appearances for a subpoena, additional comparable searches, lender transfers, additional trip charges, etc.

APPRAISAL: As defined by USPAP, "the act or process of developing an opinion of value; an opinion of value." Comment: "An appraisal must be numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g. not more than, not less than) to a previous value opinion or numerical benchmark (e.g. assessed value, collateral value)."

APPRAISER: As defined by USPAP, "One who is expected to perform valuation services competently and in a manner that is independent, impartial, and objective." This appraiser is not a licensed home inspector, building inspector, plumber, roofer, electrician, structural engineer, exterminator, environmental inspector, etc. Any concerns regarding issues other than valuation services as an appraiser should contact a professional in that field.

SUBJECT PROPERTY: This appraiser makes no guarantees to the integrity of these said items and utilizes an extraordinary assumption that everything is in proper working condition with no structural, mechanical, or cosmetic issues unless otherwise noted in this report. If it is discovered later (by a professional in that respective field) that there are issues with the above referenced items, the value herein could be affected. If the subject is located within a municipality, legal permitting for additions, etc. was not performed as this is beyond the purview of an appraiser's task and statutory qualifications. If a survey was not provided for review, the site dimensions noted herein are an estimate in an effort to give the reader an idea as to the functionality/layout of the lot. If a survey shows a significant difference in dimensions, the value conclusion might be impacted. Furthermore, easements, underground pipelines (if any), encroachments, and flood determinations are not guaranteed as a survey may not have been provided. This appraiser utilizes a computer program for determining flood zones. This program does not indicate that the subject is in the flood zone; however, a survey should be conducted to determine. This appraiser makes no guarantees that the subject is either in or out of the flood zone.

ASSUMPTIONS and EXTRAORDINARY ASSUMPTIONS: Defined by USPAP as "an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions."
The standard scope of appraisal practice does not require me to investigate the legality of the construction of the original subject structures. I did not investigate the legality of the proposed construction of the improvements and I presume that the structure to be built has any and all required building permits. Concerned properties should contact the owner/builder regarding this matter.

I did not investigate the subject, nor the comparable sales, to form an opinion regarding 1) a death may have occurred at the properties or 2) if any prior criminal acts have been committed at the properties. I have no knowledge of any such occurrences or acts, nor was I informed by any third party regarding such

Supplemental Addendum File No. 80123-2015

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occurrences or acts. An extraordinary assumption is utilized with regard to any deaths and/or criminal acts that may have occurred. This type of investigation is beyond the standard scope of appraisal practice.
I did not conduct an investigation into "Megan's Law" (which was passed by Congress in 1996, said law governs sex offender registration and community notification) as it relates to the subject, the immediate market area of the subject and the comparable sales. This type of investigation is beyond the standard scope of appraisal practice and normal appraisal business practices.

I did not notice any posting of code violations at the subject property, nor was I informed by any third party of any such violations. I did not conduct an investigation to determine if a notice of pendence of action relative to a code violation has been recorded against the subject property by the local code enforcement agency relative to violations of Health and Safety Codes and/or applicable sections of the Code of Civil Procedure. This type of investigation is beyond the scope of appraisal practice.
I am not an environmental inspector. An extraordinary assumption is utilized regarding the subject being safe, habitable, and having are no environmental issues. Any concerns regarding environmental issues should contact a professional in that field.
I am not a surveyor. I have utilized computer models for flood zone determination. Any concerns with flood zone delineation should be discussed with a professional surveyor as the information obtained by me for the purpose of this appraisal may not be correct.
I am not a building contractor or a qualified home inspector. My expertise is in determining value only. I am not qualified to observe or report on physical items that are not easily visible. Any parties to this transaction having concerns regarding structural, mechanical, infestation, contamination or other issues about the subject property are urged to consult an expert in the appropriate field. While others "may rely" on the report, they should not rely on it to disclose condition and defects. An extraordinary assumption is utilized that the subject property is similar and conducive to other properties within the subject's market area with regards to the items listed above.
An extraordinary assumption is utilized in that all data obtained from real estate agents and Realtors regarding the comparable sales submitted herein is accurate. If found to be false, my opinions and conclusions could be affected.

REAL PROPERTY INTEREST APPRAISED: Real property includes the benefits and rights inherent in the ownership of physical real estate. Real property includes the bundle of rights that is inherent in the ownership of real estate. The bundle of rights theory maintains that ownership of a parcel of real estate may embrace many rights, such as the right to its possession, occupancy, and use; the right to enjoy; the right to improve; the right of exclusion; the right of disposition (right to sell in whole or in part, the right to bequeath, the right to lease), the benefits to be derived by occupancy and use of the real estate. The interest of the appraised real property is that of a Fee Simple absolute interest, a hypothetical condition. An absolute Fee Simple interest is without limitations to any particular class of heirs or restrictions, but subject to the limitations of police power, eminent domain, taxation and escheat. It is an inheritable estate. The actual interest is more liken to a Fee Simple Defeasible estate in that certain "absolute" rights of use are restricted based on the legal limitations of the zoning and deed covenants. Those defeasance on the "absolute" Fee Simple interest do not negatively affect the

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marketability or value of the subject as it is similar to ownership of surrounding residential properties in the market area.

ETHICS RULE: I recognize and accept my fiduciary relationship with the client, Jesus Bermudez, and complied with the defined requirements of said provision as mandated by USPAP (Uniform Standards of Professional Appraisal Practice). This report is intended for use only by the client identified herein. Use of this report by others in NOT intended. The intended use of this appraisal is for the client to evaluate the subject of this appraisal for decitions making purposes. Data included herein complies with the current appraisal standards of USPAP. This appraisal is for use by the client as identified herein only for the purpose mentioned above and no other. My appraisal was not performed for the purpose of determining insurable value and should not be relied upon as such. There are factors involved in insurable value that are not addressed by the Cost Approach (demolition, debris removal, etc.). This appraisal was performed for the purpose of rendering an opinion of current market value for the subject, and described within this report of the "Fee Simple" interest in the subject real property with improvements, as of August 12, 2015, (at approximately 10:42 a.m.), being the same as the effective date of the appraisal.

COMPETENCY RULE: The Competency Rule applies to factors such as, but not limited to, an appraiser's familiarity with a specific type of property, a market, a geographic area, or an analytical method. I have a working knowledge and experience with appraising properties similar to the subject, the market area, and all forms of analysis included herein to form a credible result. I am a Certified Residential Real Estate Appraiser in the State of Texas.

EXTRAORDINARY ASSUMPTIONS and HYPOTHETICAL CONDITIONS: I have used extraordinary assumptions and hypothetical conditions and referenced them throughout this report. The reader should be aware that the use of these extraordinary assumptions and hypothetical conditions might have affected the assignment results.

I am not a licensed home inspector, building inspector, plumber, roofer, electrician, structural engineer, exterminator, environmental inspector, etc. Any concerns regarding such issues should contact a professional in that field. I make no guarantees to the integrity of these said items and utilize an extraordinary assumption that such items are in proper working condition with no structural, mechanical, electrical, plumbing, issues unless otherwise noted in this report.

AI-51342 **Precinct #2** **19. C.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

CO2014 - Pct. 2 (1345)
Approval of 2015 appropriation of funds in the amount of $358,339.00 to drainage and park project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-4XX-00-122-0XX-0-7XX

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

BUDGETARY IMPACT:

Appropriation of 2014 CO monies into Pct 2 facility, drainage, and Park Project expenditures.

Funding available in 1345 Fund Balance as of 9/11/15.

Attachments

appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/11/2015 12:26 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Erika Zamora		Started On: 09/11/2015 11:42 AM
Final Approval Date: 09/11/2015		

DATE: September 15, 2015

2015
Appropriation

DEPARTMENT HEAD: Commissioner Eduardo " Eddie" Cantu

DEPARTMENT NAME: Hidalgo County Precinct 2-CO2014 Various Projects

ACCOUNT NUMBER: 5-1345-4XX-00-122-XXX-0-7XX

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
5-1345-4XX-00-122-XXX-0-730	County Wide Mechanic Shop Facility Pro	Buildings	40,466.00
5-1345-4XX-00-122-XXX-0-730	Pct 2 Palmer Pavilion Improvements	Buildings	55,000.00
5-1345-452-00-122-054-0-710	CO2014-Pct 2 Lopezville Park	Land	232,000.00
5-1345-431-00-122-040-0-723	CO2014-Pct 2 Southfork Estates	Drainage	30,873.00
		TOTAL BUDGET INCREASE (DECREASE)	$ 358,339.00

REASON: Appropriation from the CO2014 (1345) to fund Facility, Drainage, and Park Projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-51055 **Precinct #3** **20. A.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Requesting approval to abandon H.C.I.D #16 irrigation pipeline on 7 1/4 Mile North Iowa Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Requesting approval to abandon... pipeline

Attachments

Backup Info.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/25/2015 07:58 AM
Manuel Chapa	Manuel Chapa	08/26/2015 09:23 AM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Norma Ceballos Started On: 08/24/2015 02:50 PM

Final Approval Date: 09/11/2015

Hidalgo County Irrigation District #16

Board of Directors
Xavier Ornelas - President
Paul Heller - Vice-President
Saul Sosa - Secretary
Fred Karle - Member
John W. Reavis - Member

P.O. BOX 1044
MISSION, TEXAS 78573
(956) 585- 1960
FAX (956) 585-9743

Mike Warshak - General Manager

Joe Flores, Commissioner
Hidalgo County Precinct No. 3
724 N Breyfogle Mission, Texas

August 17, 2015

Re: Iowa Road Irrigation Line
7 ¼ Mile North
Las Comadres Acres, Phase III

Dear Mr. Flores,

This is to advise you that the Irrigation pipeline along the east side of Iowa Road is no longer in service by H.C.I.D. No. 16 and we have no objection to its removal.

Sincerely,

Michael E. Warshak
General Manager

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

August 5, 2015

Steve Spoor
Spoor Engineering Consultants, Inc.
202 South 4th Street
McAllen, Texas 78501

Re: H.C.I.D. #16 Pipeline in Iowa
Road Right Of Way

Dear Steve,

This is to advise you that County of Hidalgo Precinct No. 3 has no objection to the removal of the irrigation pipeline on the east side of Iowa Road, approximately 1,000 feet north of Mile 7 Road. Please advise if other information is required.

Sincerely,

Commissioner Joe Flores

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

Pct3 RoadandBridge

August 12, 2015

1:2,006

0 0.015 0.03 0.06 mi

0 0.0275 0.055 0.11 km

Streets

City Limits 2015

ALAMO
ALTON
DONNA
EDCOUCH
EDINBURG
ELSA
GRANJENO
HIDALGO
LA JOYA
LA VILLA
LYFORD
MCALLEN
MERCEDES
MISSION
PALMHURST
PALMVIEW
PENITAS
PHARR
PROGRESO
PROGRESO LAKES
RAYMONDVILLE
SAN JUAN
SAN PERLITA
SULLIVAN CITY
WESLACO
Parcels

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Hidalgo County GIS Department 2015

Hidalgo CAD

Property Search Results > 299102 COUNTY OF HIDALGO for Year 2015

Legal

Property

Account

Property ID:	299102	Legal Description:	TEXAN GARDENS E363'-W726'-LOTS 1-2 & E363' OF W726'-S102.7'-LOT 3 BLK 19 5.86AC GROSS
Geographic ID:	T2200-00-019-0001-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	MILE 7 & IOWA RD LA JOYA, TX	Mapsco:	
Neighborhood:		Map ID:	
Neighborhood CD:			

Owner

Name:	COUNTY OF HIDALGO	Owner ID:	561659
Mailing Address:	2802 S BUSINESS HIGHWAY 281 EDINBURG, TX 78539-6243	% Ownership:	100.0000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$186,908		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$55,670	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0		$0
(+) Timber Market Valuation:	+	$0		$0
(=) Market Value:	=	$242,578		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$242,578		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$242,578		

Taxing Jurisdiction

Owner: COUNTY OF HIDALGO
% Ownership: 100.0000000000%
Total Value: $242,578

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$242,578	$0	$0.00
DR1	DRAINAGE DISTRICT #1	0.095700	$242,578	$0	$0.00
GHD	HIDALGO COUNTY	0.590000	$242,578	$0	$0.00
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	$242,578	$0	$0.00
JCC	SOUTH TEXAS COLLEGE	0.185000	$242,578	$0	$0.00
R09	ROAD DIST 09	0.000000	$242,578	$0	$0.00
SLJ	LA JOYA ISD	1.311000	$242,578	$0	$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	$242,578	$0	$0.00
W16	HIDALGO CO IRR DIST 16	0.000000	$242,578	$0	$0.00
	Total Tax Rate:	2.230900			
				Taxes w/Current Exemptions:	$0.00
				Taxes w/o Exemptions:	$5,411.67

Improvement / Building

Improvement #1: COMMERCIAL State Code: F1 Living Area: 10263.0 sqft Value: $18,403

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
SHD	SHED	*	ALM	1980	10263.0
STG	STORAGE	*		1996	60.0
FNC	FENCE	*		2000	2500.0

Improvement #2: COMMERCIAL State Code: F1 Living Area: 1715.0 sqft Value: $21,577

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
OFF	OFFICE	50CA	STU	1955	1715.0
CAN	CANOPY	50CA		1955	19.0
CAN	CANOPY	50CA		1955	10.0
CPT	CARPORT	*		2010	748.0
STG	STORAGE	*		1996	64.0

Improvement #3: COMMERCIAL **State Code:** F1 **Living Area:** 2880.0 sqft **Value:** $3,767

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
SHD	SHED	*	PFM	1965	2880.0

Improvement #4: COMMERCIAL **State Code:** F1 **Living Area:** 3850.0 sqft **Value:** $119,172

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
GRS	GARAGE REPAIR SHOP	90EA	PFM	2010	1000.0
SVB	SERVICE BAY	90EA		2010	2850.0

Improvement #5: COMMERCIAL **State Code:** F1 **Living Area:** 760.0 sqft **Value:** $23,989

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
OFF	OFFICE	50EL	PFM	2010	760.0
CAN	CANOPY	50EL		2010	29.3

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	5.8600	255261.60	0.00	0.00	$55,670	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	N/A	N/A	N/A	N/A	N/A	N/A
2015	$186,908	$55,670	0	242,578	$0	$242,578
2014	$189,750	$55,670	0	245,420	$0	$245,420
2013	$192,593	$55,670	0	248,263	$0	$248,263

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/16/2005 12:00:00 AM	SWD	SPEC. W/D	GARZA RICHARD /	COUNTY OF HIDAL			1447156
2	2/11/1991 12:00:00 AM	CONV	CONVERSION	CHASE BANK OF T	GARZA RICHARD /	3033	371	
3	10/16/1987 12:00:00 AM	CONV	CONVERSION	VLY PROD CARE I	CHASE BANK OF T	2508	984	

Tax Due

Property Tax Information as of 08/12/2015

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

Website version: 1.2.2.2

Database last updated on: 8/11/2015 11:58 PM

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AI-51105 **Budget and Management** **21. A.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Second Public Hearing to discuss proposed 2015 Tax Rate. (Adoption of the 2015 Tax Rate will be held on September 29, 2015 at 9:30 a.m. in the Hidalgo County Old Administration Building, 100 E. Cano, Edinburg, Texas.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/27/2015 04:28 PM
Merlen P. Munoz	Merlen P. Munoz	09/02/2015 08:09 AM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Damaris San Miguel Started On: 08/27/2015 04:22 PM

Final Approval Date: 09/11/2015

AI-51331 **Budget and Management** **21. B.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of cost of issuance budget for Certificates of Obligation, Series 2015-A, Limited Tax Refunding Bonds, Series 2015-B and for Limited Tax Refunding Bonds, Taxable Series 2015-C.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact - Issuance Cost to be paid from Bond Proceeds

Attachments

Cost of Issuance Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/11/2015 10:07 AM
Glinda Pacheco	Glinda Pacheco	09/11/2015 11:27 AM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Sergio Cruz Started On: 09/11/2015 09:55 AM

Final Approval Date: 09/11/2015

HIDALGO COUNTY

Series 2015 Transactions

Budget

FINAL

Expense Item	CERTIFICATES OF OBLIGATION, SERIES 2015A Par Amount: $15,787,500 Premium: $445,422 Bond Proceeds: $16,232,922 Dated Date: 10/14/2015 Delivery Date: 10/14/2015 Estimate	Actual	Difference	LIMITED TAX REFUNDING BONDS, SERIES 2015B Par Amount: $14,760,000 Premium: $2,551,642 Bond Proceeds: $17,311,642 Dated Date: 10/14/2015 Delivery Date: 10/14/2015 Estimate	Actual	Difference	LIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2015C Par Amount: $24,990,000 Premium: $0 Bond Proceeds: $24,990,000 Dated Date: 10/14/2015 Delivery Date: 10/14/2015 Estimate	Actual	Difference	Total Actual	$58,534,564 Combined Fees
Printing:											
Preparation of OS/POS	1,802.59			1,922.38			2,775.03				6,500.00
Printing of OS/POS	970.63			1,035.13			1,494.25				3,500.00
Legal:											
Bond Counsel Fee	26,460.00			27,050.00			35,907.00				89,417.00
Attorney General / IRS 8038-G	9,500.00			9,500.00			9,500.00			paid by County	28,500.00
Bond Counsel Expenses	500.00			500.00			500.00				1,500.00
Paying Agent Fee	750.00			750.00			750.00			paid at closing	2,250.00
Escrow Agent Fee				2,250.00			750.00			paid at closing	3,000.00
Bond Call Fee				300.00			-			paid at closing	300.00
Verification Agent Fee				2,500.00			2,500.00			-	5,000.00
Rating Agencies:											
Moody's	8,319.66			8,872.52			12,807.82				30,000.00
Standard & Poor's	7,487.69			7,985.27			11,527.04				27,000.00
Fitch	-			-			-				-
Travel - Other	1,386.61			1,478.75			2,134.64				5,000.00
Auditor											-
Computer / Structuring Fee	20,000.00			15,000.00			15,000.00				50,000.00
Postage and Federal Express	693.30			739.38			1,067.32				2,500.00
Miscellaneous / Rounding	5,937.00			4,346.69			5,040.49				15,324.18
Subtotal	$ 83,807.49	$ -	$ -	$ 84,230.12	$ -	$ -	$ 101,753.57	$ -	$ -	$ -	
FA Fee	$47,141	$ -		$48,490	$ -		$56,591	$ -			
Multiplier	1.2			1.2			1.2				
FA Total	$ 56,569.38	$ 56,569.38		$ 58,187.46	$ 58,187.46		$ 67,908.60	$ 67,908.60		182,665.45	182,665.45
Grand Total	$ 140,376.87	**$ 56,569.38**		$ 142,417.59	**$ 58,187.46**		$ 169,662.17	**$ 67,908.60**			**$ 452,456.62**

Updated 9/11/2015, 9:40 AM

AI-51332 **Budget and Management** **21. C.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Consider and approve an order authorizing issuance, sale and delivery of Hidalgo County, Texas Certificates of Obligation, Series 2015A; payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law and a limited pledge (never to exceed $1000) from the surplus net revenues from the operation of the county's parks as authorized pursuant to chapter 320, local government code; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; authorizing the use of an official statement to be used in connection with the sale of the certificates; and making other provisions regarding such certificates and matters incident thereto.

BACKGROUND

Fiscal Impact

Attachments

1
2
3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/11/2015 10:07 AM
Glinda Pacheco	Glinda Pacheco	09/11/2015 11:38 AM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Sergio Cruz		Started On: 09/11/2015 09:59 AM
Final Approval Date: 09/11/2015		

PURCHASE CONTRACT

RELATING TO

$24,990,000
HIDALGO COUNTY, TEXAS
LIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2015C

September 15, 2015

The Honorable County Judge Ramon Garcia
and Members of the Commissioners Court
Hidalgo County Courthouse
100 N. Closner
Edinburg, Texas 78539

Dear Judge Garcia and Members of the Commissioners Court:

J.P. MORGAN SECURITIES LLC (the "***Representative***"), acting on its own behalf and on behalf of the other underwriters listed on the signature page hereto (collectively, the "***Underwriters***"), in the capacity described in Section 1 below, offers to enter into the following agreement (this "***Contract***") with **HIDALGO COUNTY, TEXAS** (the "***Issuer***") which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer's written acceptance hereof on or before 10:00 p.m., Central Time, on September 15, 2015, and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Contract shall have the same meanings set forth in the Order (as defined herein) or in the Official Statement (as defined herein). J.P. Morgan Securities LLC represents that it has been duly authorized to execute this Contract and has been duly authorized to act hereunder as the Representative. All actions which may be taken hereunder by the Underwriters may be taken by the Representative alone.

1. **PURCHASE AND SALE OF THE BONDS.** (a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer's **LIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2015C** (the "***Bonds***"). The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Contract is an arm's-length commercial transaction between the Issuer and the Underwriters, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, each of the Underwriters is and has been acting solely as a principal and is not acting as the agent or fiduciary of the Issuer, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering described herein or the discussions, undertakings, and procedures leading

thereto (regardless of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters), and the Underwriters have no obligation to the Issuer with respect to the offering described herein except the obligations expressly set forth in this Contract, (iv) the Issuer has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate, and (v) the Underwriters have provided the Issuer prior disclosures required under Rule G-17 of the Municipal Securities Rulemaking Board (the "***MSRB***"), which disclosures have been received by the Issuer.

(b) The purchase price for the Bonds shall be ***$24,869,010.28*** (representing the principal amount of the Bonds less an Underwriters' discount on the Bonds of ***$120,989.72***) and no accrued interest.

(c) Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms, that each Underwriter is not acting as a fiduciary of the Issuer, but rather is acting solely in its individual capacity as an underwriter for its own account.

(d) The principal amount of the Bonds to be issued, the dated date therefor, and the maturities, interest rates per annum, initial yields and redemption provisions shall be as set forth in Schedule I attached hereto. The Certificates shall be as described in, and shall be issued and secured under and pursuant to an Order adopted by the governing body of the Issuer on August 4, 2015 (the "***Order***"). In the Order, the Commissioners Court of the Issuer delegated the authority to various officials of the Issuer to establish the pricing terms for the Bonds through the execution of an Approval Certificate dated the date hereof (the "***Approval Certificate***"). The Bonds are to mature on the dates and in the respective amounts, are to bear interest, are subject to redemption, and are payable, all as provided in the Order and the Approval Certificate and as set forth in Schedule I attached hereto.

2. **PUBLIC OFFERING**. The Underwriters agree to make a bona fide public offering of all of the Bonds at a price not to exceed the public offering price set forth in the Official Statement and in Schedule I attached hereto, and may subsequently change such offering price without any requirement of prior notice. The Underwriters may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices stated in Schedule I attached hereto and on page ii of the Official Statement; provided that on or before Closing, the Representative shall execute and deliver to Bond Counsel an Issue Price Certificate prepared by Bond Counsel and acceptable to the Underwriters.

3. **THE OFFICIAL STATEMENT.** (a) The Preliminary Official Statement of the Issuer, dated September 3, 2015, including the cover pages, Schedule and Appendices thereto, relating to the Bonds (the "***Preliminary Official Statement***"), as amended to conform to the terms of this Contract and with changes and amendments to the date hereof as have been mutually agreed to by the Issuer and the Representative, is referred to herein as the "***Official Statement***."

(b) The Preliminary Official Statement has been prepared, in an electronic format, for use in connection with the public offering, sale and distribution of the Bonds by the Underwriters. The Issuer hereby represents and warrants that the Preliminary Official Statement delivered to the

Underwriters (via electronic mail) immediately prior to or concurrently herewith is deemed final by the Issuer as of the date hereof, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Rule 15c2-12 under the Securities Exchange Act of 1934 ("***Rule 15c2-12***"). Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient reasonable quantities (or, alternatively, in an electronic format via electronic mail) of the Preliminary Official Statement as the Representative deems reasonably necessary to satisfy the obligations of the Underwriters under Rule 15c2-12 with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(c) As soon as practicable after the date hereof, and in any event within seven business days after the acceptance of this Contract by the Issuer and, in the event the date of Closing is less than seven business days following the date hereof, upon request of the Representative, the Issuer shall deliver or cause to be delivered to the Underwriters, without charge, in sufficient time to accompany any confirmation requesting payment from any customers of the Underwriters, the final Official Statement relating to the Bonds, in a "designated electronic format" which will be determined by an officer duly authorized by the Issuer to be a final Official Statement for purposes of Rule 15c2-12, as well as the number of printed Official Statements reasonably requested by the Representative to permit satisfaction of the requirements of Rule G-32 of the MSRB obligating the Underwriters to deliver a copy of the Official Statement to a purchaser of Bonds not later than the date of Closing upon an Underwriters' receipt from the purchaser of a request therefor.

(d) The Issuer ratifies the use of the Preliminary Official Statement, in an electronic format, and authorizes the Official Statement to be used in connection with the offering of the Bonds.

(e) If after the date of this Contract, to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) 90 days from the "end of the underwriting period" [as defined in Rule 15c2-12] and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances when the Official Statement is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Representative with such information as it may from time to time request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a manner approved by the Representative), an amendment or supplement to the Official Statement, and make the same available to the Underwriters in a "designated electronic format" so that the statements in the Official Statement as so amended and supplemented will not, in light of the circumstances when the Official Statement is delivered to a purchaser, be misleading or so that the Official Statement will comply with law; provided; however,

that for all purposes of this Contract and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representation with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("***DTC***"), or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Representative may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(f) The Representative hereby agrees to timely file the Official Statement with the MSRB through its Electronic Municipal Markets Access system (commonly referred to as "***EMMA***") and notify the Issuer of the date of such filing. Unless otherwise notified in writing by the Representative, the Issuer can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 shall be the date of the Closing.

(g) To the best knowledge and belief of the Issuer, the Official Statement contains information, including financial information or operating data, concerning every entity, enterprise, fund, account or person that is material to an evaluation of the offering of the Bonds. Except as may otherwise be noted and disclosed in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION - Compliance with Prior Undertakings", the Issuer has not failed to substantially comply with any undertaking specified in paragraph (b)(5)(i) of Rule 15c2-12 within the last five years.

4. **SECURITY DEPOSIT**. Delivered to the Issuer as a good faith deposit is a corporate check of the Representative payable to the order of the Issuer in the amount of ***$252,100***. In the event you accept this offer, such check shall be held uncashed by you until the time of Closing, at which time such check shall be returned uncashed to the Representative. In the event that the Issuer does not accept this Contract, such check will be immediately returned to the Representative. Should the Issuer fail to deliver the Bonds at Closing, or should the Issuer be unable to satisfy the conditions of the obligations of the Underwriters to purchase, accept delivery of and pay for the Bonds, as set forth in this Contract (unless waived by the Representative), or should such obligations of the Underwriters be terminated for any reason permitted by this Contract, such check shall immediately be returned to the Representative. In the event that the Underwriters fail (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Bonds at the Closing as herein provided, the check shall be cashed and the amount thereof retained by the Issuer as and for fully liquidated damages for such failure of the Underwriters, and, except as set forth in Sections 9 and 11 hereof, no party shall have any further rights against the other hereunder. The Representative hereby agrees not to stop or cause payment on said check to be stopped unless the Issuer has breached any of the terms of this Contract. The Underwriters and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters.

5. **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE ISSUER**. The Issuer hereby represents and warrants to and covenants with the Underwriters that:

(a) The Issuer is a political subdivision of the State of Texas existing and operating under the Constitution and laws of the State of Texas, and has full legal right, power and authority under Chapter 1207, Texas Government Code, as amended (the "***Act***"), and at the date of the Closing will have full legal right, power and authority under the Act and the Order (i) to enter into, execute and deliver this Contract, the Order, the Escrow Agreement described in the Official Statement (the "***Escrow Agreement***"), and all documents required hereunder and thereunder to be executed and delivered by the Issuer, (ii) to sell, issue and deliver the Bonds to the Underwriters as provided herein, and (iii) to carry out and consummate the transactions described in this Contract, the Order, the Escrow Agreement and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Order as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Order and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds, the Order, the Escrow Agreement and this Contract, and (iii) the consummation by it of all other transactions described by the Official Statement, the Order, the Escrow Agreement, this Contract and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement;

(c) The Order, the Escrow Agreement and this Contract constitute legal, valid and binding agreements of the Issuer, enforceable in accordance with their respective terms, subject to principles of sovereign immunity and by bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights or by general principles of equity which permit the exercise of judicial discretion; the Bonds, when issued, delivered and paid for, in accordance with the Order and this Contract, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Order and be enforceable in accordance with their terms, subject to principles of sovereign immunity and by bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Bonds as aforesaid, the Order will provide the legally valid and binding pledge of ad valorem taxes as set forth in the Order;

(d) The Issuer is not aware nor has it been notified that it is in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party

or to which the Issuer is otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any such instrument; and the execution and delivery of the Bonds, the Escrow Agreement, this Contract and the adoption of the Order and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Order;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under this Contract, the Order, and the Bonds have been duly obtained or will be obtained prior to Closing, except for compliance with the provisions of Section 5(j) hereof and approval of the Bonds by the Office of the Attorney General of the State (the "***Attorney General***") and registration of the Bonds by the Office of the Comptroller of the State (the "***Comptroller***"), and the Issuer shall cause a transcript of proceedings to be filed with the Attorney General in form and substance consistent with the administrative rules of the Public Finance Division of the Attorney General, which will permit the review of such transcript and the approval of the Bonds by the Attorney General, and the registration of the Bonds by the Comptroller on or before the Closing, as required by Section 7(k)(6) hereof, but subject to the discretion of the Attorney General with respect to the issuance of his approving opinion;

(f) The Bonds and the Order conform to the descriptions thereof contained in the Official Statement under the caption "THE OBLIGATIONS" and the proceeds of the sale of the Bonds will be applied generally as described in the Official Statement under the captions "THE OBLIGATIONS - Purpose of the Obligations" and "THE OBLIGATIONS - Sources and Uses of Funds for the 2015C Taxable Bonds."

(g) Except as may otherwise be disclosed in the Official Statement, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer, after due inquiry threatened against the Issuer, affecting the corporate existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection of ad valorem taxes or other revenues pledged to the payment of principal of and interest on the Bonds pursuant to the Order or in any way contesting or affecting the validity or enforceability of the Bonds, the Order, the Escrow Agreement, or this Contract, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Order or the

execution and delivery of the Escrow Agreement or this Contract, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds, the Order, the Escrow Agreement or this Contract;

(h) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that for the purpose of this Contract and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("***DTC***"), or its book-entry-only system;

(i) At the time of the Issuer's acceptance hereof and (unless an event occurs of the nature described in paragraph (e) of Section 3 of this Contract) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the "end of the underwriting period," the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) If the Official Statement is supplemented or amended pursuant to paragraph (e) of Section 3 of this Contract, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the "end of the underwriting period," the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(k) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Order;

(l) The Issuer will furnish such information and execute such instruments, at the sole expense of the Underwriters, and take such action in cooperation with the Underwriters as the Representative may reasonably request (A) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Representative may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Bonds (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Representative immediately of receipt by the Issuer of

any written notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(m) The financial statements of, and other financial information regarding, the Issuer in the Official Statement fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. Except as disclosed in the Official Statement, the Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(n) Prior to the Closing the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money (except the Issuer's "*Certificates of Obligation, Series 2015A*" and its "*Limited Tax Refunding Bonds, Series 2015B*" which are being issued concurrently with the issuance of the Bonds), or incur any material liabilities, direct or contingent, payable from or secured by any of the revenues or assets which will secure the Bonds except in the ordinary course of business for the Issuer; and

(o) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Contract, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein.

By delivering the Official Statement to the Representative, the Issuer shall be deemed to have reaffirmed, with respect to the Official Statement, the representations, warranties and covenants set forth above with respect to the Preliminary Official Statement.

6. **CLOSING.** At 10:00 A.M., Central Time, on October 14, 2015 (the "***Closing***"), the Issuer will deliver the initial Bond (as provided for in the Order) to the Representative and, provided the Representative shall have made arrangements with DTC for the Bonds to be qualified for trading as book-entry only securities through the facilities of DTC, the Issuer shall take appropriate steps to provide DTC or the Paying Agent/Registrar acting on behalf of DTC, with one definitive Bond for each year of maturity of the Bonds and to provide the Representative with the other documents hereinafter mentioned, and the Underwriters will accept such delivery and pay the purchase price of the Bonds as set forth in Paragraph 1(b) hereof in immediately available funds. Concurrently with such payment by the Underwriters, the Issuer shall return to the Representative the check referred to in Paragraph 4 hereof. Payment for the Bonds shall be made at the offices of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "***Paying Agent/Registrar***"). Delivery of all documents required herein shall be made at the office of The J. Ramirez Law Firm, 700 Veterans Blvd., Suite B, San Juan, Texas, or such other place as shall have been mutually agreed upon by the Issuer and the Representative.

In addition, the Issuer and the Underwriters agree that there shall be a preliminary closing held at such place as the Issuer and the Representative shall mutually agree, commencing at least

24 hours prior to the Closing; provided, however, in lieu of this preliminary closing Bond Counsel may provide the counsel to the Underwriters with a complete Transcript of Proceedings or the documents described in Section 7(k) hereof on the business day preceding the Closing. Drafts of all documents to be delivered at the Closing shall be prepared and distributed to all partes and their counsel for review at least two business days prior to the Closing.

7. **CLOSING CONDITIONS.** The Underwriters have entered into this Contract in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations, hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Contract to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative, Bond Counsel and counsel to the Underwriters:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Contract to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Order, the Escrow Agreement and this Contract shall be in full force and effect in the form heretofore approved by the Representative and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative; (ii) the net proceeds of the sale of the Bonds shall be deposited and applied as described in the Official Statement and in the Order, and (iii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel to deliver its opinions referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to this Contract, the Bonds, the Escrow Agreement, and the Order shall be in full force and effect and shall not have been amended, modified or supplemented, and the Representative shall have received, in appropriate form, evidence thereof;

(e) At or prior to the Closing, the Order shall have been duly approved and executed by the Issuer, and the Issuer shall have duly executed and delivered, and the Paying Agent/Registrar shall have duly authenticated, the Bonds;

(f) The Issuer shall have agreed in the Order to provide certain periodic information and notices of material events in accordance with Rule 15c2-12 as described in the Preliminary Official Statement under "CONTINUING DISCLOSURE OF INFORMATION." The Underwriters' obligation to accept and pay for the Bonds is conditioned upon delivery to the Representative of a certified copy of the Order containing the agreement described under such heading;

(g) At the time of the Closing, the Issuer shall deliver the Bonds in accordance with the provisions of Section 6 hereof;

(h) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the reasonable judgment of the Representative, is material and adverse and that makes it, in the reasonable judgment of the Representative, impracticable to market the Bonds on the terms and in the manner described in the Official Statement;

(i) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(j) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Contract shall be reasonably satisfactory in legal form and effect to the Representative, Bond Counsel, and to counsel for the Underwriters;

(k) At or prior to the Closing, the Representative, or counsel for the Underwriters, shall have received one copy of each of the following documents:

(1) a conformed copy of the Official Statement, and each supplement or amendment thereto, if any, as may have been agreed to by the Representative;

(2) the Order having been duly adopted or approved by the Issuer and the Approval Certificate having been duly executed by an authorized representative of the Issuer and each as being in full force and effect, with such supplements or amendments as may have been agreed to by the Representative;

(3) the Paying Agent/Registrar Agreement, having been duly executed on behalf of the Issuer and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as Paying Agent/Registrar;

(4) the Escrow Agreement, having been duly executed on behalf of the Issuer and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as Escrow Agent;

(5) the approving opinion of Bond Counsel with respect to the Bonds, in substantially the form attached to the Official Statement;

(6) the opinion of the Attorney General, dated on or prior to the date of Closing, approving the Bonds as required by law, and the registration certificate of the Comptroller relating to the registration of the Bonds as required by law;

(7) a supplemental opinion of Bond Counsel addressed to the Issuer and the Underwriters as to the matters set forth in Exhibit A hereto;

(8) an opinion, dated the date of the Closing and addressed to the Underwriters, of counsel for the Underwriters, in substantially the form attached hereto as Exhibit B;

(9) [Retained as a placeholder]

(10) a certificate, dated the date of Closing, signed by the County Judge and County Auditor of the Issuer, to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) except to the extent disclosed in the Official Statement, no litigation is pending or, to the knowledge of such persons, threatened in any court to restrain or enjoin the issuance or delivery of the Bonds, or the collection of ad valorem taxes or other revenues pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity of the Bonds, the Order, the Escrow Agreement, or this Contract, or contesting the power of the Issuer (other than tax protests which, individually and in the aggregate, are not material) or the authorization of the Bonds, the Order, the Escrow Agreement or this Contract, or contesting in any way the accuracy, completeness or fairness of the Official Statement (but in lieu of or in conjunction with such certificate, the Representative may, in its sole discretion, accept certificates or opinions of counsel to the Issuer that, in the opinion thereof, the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (iii) to the best of their knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; and (iv) that there has not been any material and adverse change in the affairs or financial condition of the Issuer since December 31, 2014, the latest date as to which audited financial information is available;

(11) any other certificates and opinions required by the Order for the issuance thereunder of the Bonds;

(12) a letter or report evidencing the rating on the Bonds by Moody's Investor's Service, Inc. and Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, of "Aa2" and "AA-" respectively, in a form acceptable to the Representative, and that such ratings are in effect as of the date of Closing;

(13) A copy of the report prepared by Grant Thornton LLP, certified public accountants, addressed to the Issuer, Bond Counsel and the Underwriters, verifying the arithmetical computations of the adequacy of the maturing principal and interest on the Escrowed Securities and any uninvested cash on hand under the Escrow Agreement to pay, when due, the principal of and interest on the obligations being refunded by the Bonds.

(14) such additional legal opinions, certificates, instruments and other documents as the Representative or counsel to the Underwriters and Bond Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Representative.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Contract, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Contract, this Contract shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Section 4 (with respect to the Check), 9 and 11 hereof shall continue in full force and effect.

8. **TERMINATION.** The Underwriters shall have the right to cancel their obligation to purchase the Bonds if, between the date of this Contract and the Closing, the market price or marketability of the Bonds shall be materially adversely affected, in the reasonable judgment of the Underwriters (as evidenced by a written notice to the Issuer terminating the obligation of the Underwriters to accept delivery of and pay for the Bonds), by the occurrence of any of the following:

(a) [Retained as a placeholder];

(b) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of

material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(c) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters;

(d) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities, or the validity or enforceability of the pledge of ad valorem taxes or revenues to secure the payment of principal of and interest on the Bonds;

(e) any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(f) there shall have occurred since the date of this Contract any materially adverse change in the affairs or financial condition of the Issuer;

(g) the United States shall have become engaged in hostilities that did not exist prior to the date hereof which have resulted in a declaration of war or a national emergency or there shall have occurred a new material outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise, the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as, in the reasonable opinion of the Representative, would materially and adversely affect the ability of the Underwriters to market the Bonds;

(h) any fact or event shall exist or have existed that, in the Representative's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement, and the Issuer has not provided the Underwriters with such amendment or supplement as required by Section 3(e) hereof;

(i) there shall have occurred any downgrading, or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status, by any rating agency that has been asked by the Issuer to furnish a rating on the Bonds; and

(j) the purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

With respect to the conditions described in subparagraphs (c) and (j) above, the Representative is not aware of any current, pending or proposed restriction or law as of the date of execution of this Contract which would permit the Underwriters to invoke their termination rights thereunder.

9. **EXPENSES.** (a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds, the Order, the Preliminary Official Statement and the Official Statement, (ii) the fees and disbursements of Bond Counsel; (iii) the fees and disbursements of the Financial Advisor to the Issuer; (iv) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Issuer; (v) the fees and expenses of the Paying Agent/Registrar, the Escrow Agent, the verification agent, and other paying agents, if any, for the obligations being refunded by the Bonds, (vi) the fees for the bond ratings; and (vii) the fees of the Texas Attorney General.

(b) The Underwriters shall pay (i) the cost of preparation and printing of this Contract; (ii) all advertising expenses in connection with the public offering of the Bonds; (iii) all other expenses incurred by it in connection with the public offering of the Bonds, including any Blue Sky fees and expenses and the fees and disbursements of counsel retained by the Underwriters; and (iv) other expenses incurred at the Underwriters' discretion (including, but not limited to, travel, lodging, meals, entertainment, deal mementos, and similar expenses).

10. **NOTICES**. Any notice or other communication to be given to the Issuer under this Contract may be given by delivering the same in writing to the County Judge (with a copy to the County Auditor) at the Hidalgo County Courthouse, 100 N. Closner, Edinburg, Texas 78539, and any notice or other communication to be given to the Underwriters under this Contract may be given by delivering the same in writing to J.P. Morgan Securities LLC, 1020 North East Loop 410, 2nd Floor, San Antonio, Texas 78209; Attn: Pedro Ramos.

11. **PARTIES IN INTEREST.** This Contract as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Contract may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Contract shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Contract; and (iii) any termination of this Contract.

12. **EFFECTIVENESS.** This Contract shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

13. **CHOICE OF LAW.** This Contract shall be governed by and construed in accordance with the law of the State of Texas and the United States of America.

14. **SEVERABILITY.** If any provision of this Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Contract invalid, inoperative or unenforceable to any extent whatever.

15. **BUSINESS DAY**. For purposes of this Contract, "business day" means any day on which the New York Stock Exchange is open for trading.

16. **SECTION HEADINGS**. Section headings have been inserted in this Contract as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Contract and will not be used in the interpretation of any provisions of this Contract.

17. **NO PERSONAL LIABILITY.** No member of the governing body of the Issuer, nor any officer, agent, or employee of the Issuer, shall be charged personally by the Underwriters with any liability, or be held liable to the Underwriters under any term or provision of this Contract, or because of execution or attempted execution, or because of any breach or attempted alleged breach of this Contract.

18. **COUNTERPARTS**. This Contract may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

[The remainder of this page intentionally left blank]

If you agree with the foregoing, please sign the enclosed counterpart of this Contract and return it to the Representative. This Contract shall become a binding agreement between you and the Underwriters when at least the counterpart of this Contract shall have been signed by or on behalf of each of the parties hereto.

THE UNDERWRITERS:

J.P. MORGAN SECURITIES LLC
RBC CAPITAL MARKETS, INC.
STIFEL, NICOLAUS & COMPANY, INCORPORATED

BY: J.P. MORGAN SECURITIES LLC
(As Representative of the Underwriters)

By: _____
Title: Executive Director

ACCEPTANCE

Accepted and agreed to at 11:00 a.m., Central Time, this 15th day of September, 2015.

By: _____
County Judge
Hidalgo County, Texas

APPROVED BY
COMMISSIONERS' COURT
ON: 9/15/15

SCHEDULE I

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, INITIAL YIELDS AND REDEMPTION PROVISIONS

$24,990,000
HIDALGO COUNTY, TEXAS
LIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2015C

Maturity (August 15)	Principal Amount ($)	Interest Rate (%)	Initial Yield (%)	Maturity (August 15)	Principal Amount ($)	Interest Rate (%)	Initial Yield (%)
2017	1,000,000	1.291	1.291	2022	8,980,000	2.973	2.973
***	***	***	***	2023	3,725,000	3.165	3.165
2020	2,000,000	2.392	2.392	2024	3,840,000	3.365	3.365
2021	5,445,000	2.723	2.723				

(Interest accrues from the Date of Initial Delivery)

No Optional Redemption:

The Bonds are not subject to optional redemption prior to stated maturity.

EXHIBIT A

SUPPLEMENTAL BOND COUNSEL OPINION MATTERS

1. The Order, the Approval Certificate and the Escrow Agreement have each been duly authorized by the Issuer and are in full force and effect.

2. The Bonds are exempt securities under the Securities Act of 1933, as amended (the "1933 Act") and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act or to qualify the Indenture under the Trust Indenture Act.

We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of such statements. In our capacity as bond counsel, however, we have reviewed the Official Statement and have considered the information contained in the Official Statement under the headings "THE OBLIGATIONS" (except for the subheading "Book-Entry-Only System" as to which no opinion is expressed), "TAX MATTERS," "CONTINUING DISCLOSURE OF INFORMATION" (except for the subheading "Compliance with Prior Undertakings" as to which no opinion is expressed), and "OTHER INFORMATION" under the subheadings "Registration and Qualification of Obligations For Sale," "Legal Investments and Eligibility to Secure Public Funds in Texas," and Legal Opinions and No-Litigation Certificate," and we are of the opinion that the information relating to the Bonds and the Order contained under such captions is a fair and accurate summary of the information purported to be shown and that the information and descriptions contained under such captions relating to the provisions of applicable state and federal laws are correct as to matter of law. Further, based upon our review and discussions, and assuming the accuracy of the information contained in the aforementioned documents, certificates, opinions, records and instruments, nothing has come to our attention which leads us to believe that the Official Statement contains any untrue statement of a material fact, or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. We express no view, however, as to any financial, technical or statistical data or any estimates, projections, assumptions or expressions of opinions included in the Official Statement or any appendix thereto.

EXHIBIT B

FORM OF UNDERWRITERS' COUNSEL OPINION

October 14, 2015

J.P. MORGAN SECURITIES LLC
RBC CAPITAL MARKETS, INC.
STIFEL, NICOLAUS & COMPANY, INCORPORATED
C/O J.P. MORGAN SECURITIES LLC
1020 North East Loop 410, 2nd Floor,
San Antonio, Texas 78209

RE: $24,990,000 HIDALGO COUNTY, TEXAS
LIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2015C

Ladies and Gentlemen:

We have acted as counsel to you as the Underwriters (the "***Underwriter***s") of ***$24,990,000*** aggregate principal amount of **HIDALGO COUNTY, TEXAS LIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2015C** (the "***Bonds***"), issued under and pursuant to an order (the "***Order***") of **HIDALGO COUNTY, TEXAS** (the "***Issuer***") authorizing the issuance of the Bonds, which Bonds you are purchasing pursuant to a Purchase Contract, dated September 15, 2015 (the "***Purchase Contract***"), between the Underwriters and the Issuer.

In connection with the rendering of this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of documents, opinions, certificates, instruments and records as we have considered necessary or appropriate for purposes of rendering the opinions hereinafter expressed. In addition, we have made such investigations of law and facts as we have deemed appropriate or necessary as a basis for these opinions. We have assumed, but have not independently verified, that the signatures on all documents and certificates that we have examined are genuine and that the Bonds conform to the specimen copies thereof that we have examined.

Based upon the foregoing, we are of the opinion that:

(1) the Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and it is not necessary in connection with the sale of the Bonds to the public to register the Bonds under the Securities Act of 1933, as amended; and

(2) the Order is not required to be qualified under the Trust Indenture Act of 1939, as amended.

Because the primary purpose of our professional engagement as your counsel was not to establish factual matters, because of the wholly or partially nonlegal character of many of the determinations involved in the preparation of the Official Statement, and because the information in the Official Statement under the headings "THE OBLIGATIONS – Book-Entry-Only System" and "TAX MATTERS" and the Appendices thereto were prepared by others who have been engaged to review or provide such information, we are not passing on and do not assume any responsibility for, except as set forth in the last sentence of this paragraph, the accuracy, completeness or fairness of the statements contained in the Official Statement (including any appendices, schedules and exhibits thereto), and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements. In the course of our participation in the preparation and review of the Official Statement as your counsel, we had discussions with representatives of the Issuer, including its Financial Advisor and Bond Counsel, regarding the contents of the Official Statement. In the course of such activities, no facts came to our attention which would lead us to believe that the Official Statement (except for the financial statements and other financial and statistical data contained therein, the information set forth under the headings "THE OBLIGATIONS – Book-Entry-Only System" and "TAX MATTERS" and the Appendices thereto, as to which we express no opinion), as of its date contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

This letter is furnished by us for your sole benefit and no other person or entity shall be entitled to rely upon this opinion without our express written consent.

Very truly yours,

PURCHASE CONTRACT

RELATING TO

$15,785,000
HIDALGO COUNTY, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2015A

September 15, 2015

The Honorable County Judge Ramon Garcia
and Members of the Commissioners Court
Hidalgo County Courthouse
100 N. Closner
Edinburg, Texas 78539

Dear Judge Garcia and Members of the Commissioners Court:

J.P. MORGAN SECURITIES LLC (the "***Representative***"), acting on its own behalf and on behalf of the other underwriters listed on the signature page hereto (collectively, the "***Underwriters***"), in the capacity described in Section 1 below, offers to enter into the following agreement (this "***Contract***") with **HIDALGO COUNTY, TEXAS** (the "***Issuer***") which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer's written acceptance hereof on or before 10:00 p.m., Central Time, on September 15, 2015, and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Contract shall have the same meanings set forth in the Order (as defined herein) or in the Official Statement (as defined herein). J.P. Morgan Securities LLC represents that it has been duly authorized to execute this Contract and has been duly authorized to act hereunder as the Representative. All actions which may be taken hereunder by the Underwriters may be taken by the Representative alone.

1. **PURCHASE AND SALE OF THE CERTIFICATES.** (a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer's **CERTIFICATES OF OBLIGATION, SERIES 2015A** (the "***Certificates***"). The Issuer acknowledges and agrees that (i) the purchase and sale of the Certificates pursuant to this Contract is an arm's-length commercial transaction between the Issuer and the Underwriters, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, each of the Underwriters is and has been acting solely as a principal and is not acting as the agent or fiduciary of the Issuer, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering described herein or the discussions, undertakings, and procedures leading

thereto (regardless of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters), and the Underwriters have no obligation to the Issuer with respect to the offering described herein except the obligations expressly set forth in this Contract, (iv) the Issuer has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate, and (v) the Underwriters have provided the Issuer prior disclosures required under Rule G-17 of the Municipal Securities Rulemaking Board (the "***MSRB***"), which disclosures have been received by the Issuer.

(b) The purchase price for the Certificates shall be ***$16,140,372.72*** (representing the principal amount of the Certificates, plus net original issue premium on the Certificates of ***$445,421.50***, and less an Underwriters' discount on the Certificates of ***$90,048.78***) and no accrued interest.

(c) Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms, that each Underwriter is not acting as a fiduciary of the Issuer, but rather is acting solely in its individual capacity as an underwriter for its own account.

(d) The principal amount of the Certificates to be issued, the dated date therefor, and the maturities, interest rates per annum, initial yields and redemption provisions shall be as set forth in Schedule I attached hereto. The Certificates shall be as described in, and shall be issued and secured under and pursuant to an Order adopted by the governing body of the Issuer on September 15, 2015 (the "***Order***"). The Certificates are to mature on the dates and in the respective amounts, are to bear interest, are subject to redemption, and are payable, all as provided in the Order and as set forth in Schedule I attached hereto.

2. **PUBLIC OFFERING**. The Underwriters agree to make a bona fide public offering of all of the Certificates at a price not to exceed the public offering price set forth in the Official Statement and in Schedule I attached hereto, and may subsequently change such offering price without any requirement of prior notice. The Underwriters may offer and sell Certificates to certain dealers (including dealers depositing Certificates into investment trusts) and others at prices lower than the public offering prices stated in Schedule I attached hereto and on page ii of the Official Statement; provided that on or before Closing, the Representative shall execute and deliver to Bond Counsel an Issue Price Certificate prepared by Bond Counsel and acceptable to the Underwriters.

3. **THE OFFICIAL STATEMENT.** (a) The Preliminary Official Statement of the Issuer, dated September 3, 2015, including the cover pages, Schedule and Appendices thereto, relating to the Certificates (the "***Preliminary Official Statement***"), as amended to conform to the terms of this Contract and with changes and amendments to the date hereof as have been mutually agreed to by the Issuer and the Representative, is referred to herein as the "***Official Statement***."

(b) The Preliminary Official Statement has been prepared, in an electronic format, for use in connection with the public offering, sale and distribution of the Certificates by the Underwriters. The Issuer hereby represents and warrants that the Preliminary Official Statement delivered to the Underwriters (via electronic mail) immediately prior to or concurrently herewith is deemed final by the Issuer as of the date hereof, except for the omission of such information

which is dependent upon the final pricing of the Certificates for completion, all as permitted to be excluded by Rule 15c2-12 under the Securities Exchange Act of 1934 ("***Rule 15c2-12***"). Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient reasonable quantities (or, alternatively, in an electronic format via electronic mail) of the Preliminary Official Statement as the Representative deems reasonably necessary to satisfy the obligations of the Underwriters under Rule 15c2-12 with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(c) As soon as practicable after the date hereof, and in any event within seven business days after the acceptance of this Contract by the Issuer and, in the event the date of Closing is less than seven business days following the date hereof, upon request of the Representative, the Issuer shall deliver or cause to be delivered to the Underwriters, without charge, in sufficient time to accompany any confirmation requesting payment from any customers of the Underwriters, the final Official Statement relating to the Certificates, in a "designated electronic format" which will be determined by an officer duly authorized by the Issuer to be a final Official Statement for purposes of Rule 15c2-12, as well as the number of printed Official Statements reasonably requested by the Representative to permit satisfaction of the requirements of Rule G-32 of the MSRB obligating the Underwriters to deliver a copy of the Official Statement to a purchaser of Certificates not later than the date of Closing upon an Underwriters' receipt from the purchaser of a request therefor.

(d) The Issuer ratifies the use of the Preliminary Official Statement, in an electronic format, and authorizes the Official Statement to be used in connection with the offering of the Certificates.

(e) If after the date of this Contract, to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) 90 days from the "end of the underwriting period" [as defined in Rule 15c2-12] and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the "end of the underwriting period" for the Certificates), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances when the Official Statement is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Representative with such information as it may from time to time request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a manner approved by the Representative), an amendment or supplement to the Official Statement, and make the same available to the Underwriters in a "designated electronic format" so that the statements in the Official Statement as so amended and supplemented will not, in light of the circumstances when the Official Statement is delivered to a purchaser, be misleading or so that the Official Statement will comply with law; provided; however, that for all purposes of this Contract and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representation with respect to the descriptions in the Preliminary

Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("***DTC***"), or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Representative may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(f) The Representative hereby agrees to timely file the Official Statement with the MSRB through its Electronic Municipal Markets Access system (commonly referred to as "***EMMA***") and notify the Issuer of the date of such filing. Unless otherwise notified in writing by the Representative, the Issuer can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 shall be the date of the Closing.

(g) To the best knowledge and belief of the Issuer, the Official Statement contains information, including financial information or operating data, concerning every entity, enterprise, fund, account or person that is material to an evaluation of the offering of the Certificates. Except as may otherwise be noted and disclosed in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION - Compliance with Prior Undertakings", the Issuer has not failed to substantially comply with any undertaking specified in paragraph (b)(5)(i) of Rule 15c2-12 within the last five years.

4. **SECURITY DEPOSIT**. Delivered to the Issuer as a good faith deposit is a corporate check of the Representative payable to the order of the Issuer in the amount of ***$144,600***. In the event you accept this offer, such check shall be held uncashed by you until the time of Closing, at which time such check shall be returned uncashed to the Representative. In the event that the Issuer does not accept this Contract, such check will be immediately returned to the Representative. Should the Issuer fail to deliver the Certificates at Closing, or should the Issuer be unable to satisfy the conditions of the obligations of the Underwriters to purchase, accept delivery of and pay for the Certificates, as set forth in this Contract (unless waived by the Representative), or should such obligations of the Underwriters be terminated for any reason permitted by this Contract, such check shall immediately be returned to the Representative. In the event that the Underwriters fail (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Certificates at the Closing as herein provided, the check shall be cashed and the amount thereof retained by the Issuer as and for fully liquidated damages for such failure of the Underwriters, and, except as set forth in Sections 9 and 11 hereof, no party shall have any further rights against the other hereunder. The Representative hereby agrees not to stop or cause payment on said check to be stopped unless the Issuer has breached any of the terms of this Contract. The Underwriters and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters.

5. **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE ISSUER**. The Issuer hereby represents and warrants to and covenants with the Underwriters that:

(a) The Issuer is a political subdivision of the State of Texas existing and operating under the Constitution and laws of the State of Texas, and has full legal right, power and authority under the Certificate of Obligation Act of 1971, Section 271.041 et seq., Texas Local Government Code, as amended (the "***Act***"), and at the date of the Closing will have full legal right, power and authority under the Act and the Order (i) to enter into, execute and deliver this Contract, the Order, and all documents required hereunder and thereunder to be executed and delivered by the Issuer, (ii) to sell, issue and deliver the Certificates to the Underwriters as provided herein, and (iii) to carry out and consummate the transactions described in this Contract, the Order, and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Order as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Order and the issuance and sale of the Certificates, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Certificates, the Order, and this Contract, and (iii) the consummation by it of all other transactions described by the Official Statement, the Order, this Contract and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement;

(c) The Order and this Contract constitute legal, valid and binding agreements of the Issuer, enforceable in accordance with their respective terms, subject to principles of sovereign immunity and by bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights or by general principles of equity which permit the exercise of judicial discretion; the Certificates, when issued, delivered and paid for, in accordance with the Order and this Contract, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Order and be enforceable in accordance with their terms, subject to principles of sovereign immunity and by bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Certificates as aforesaid, the Order will provide the legally valid and binding pledge of ad valorem taxes and the pledged revenues of the Issuer's park system as set forth in the Order;

(d) The Issuer is not aware nor has it been notified that it is in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would

constitute a material default or event of default by the Issuer under any such instrument; and the execution and delivery of the Certificates, this Contract and the adoption of the Order and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject or under the terms of any such law, regulation or instrument, except as provided by the Certificates and the Order;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under this Contract, the Order, and the Certificates have been duly obtained or will be obtained prior to Closing, except for compliance with the provisions of Section 5(j) hereof and approval of the Certificates by the Office of the Attorney General of the State (the "***Attorney General***") and registration of the Certificates by the Office of the Comptroller of the State (the "***Comptroller***"), and the Issuer shall cause a transcript of proceedings to be filed with the Attorney General in form and substance consistent with the administrative rules of the Public Finance Division of the Attorney General, which will permit the review of such transcript and the approval of the Certificates by the Attorney General, and the registration of the Certificates by the Comptroller on or before the Closing, as required by Section 7(k)(6) hereof, but subject to the discretion of the Attorney General with respect to the issuance of his approving opinion;

(f) The Certificates and the Order conform to the descriptions thereof contained in the Official Statement under the caption "THE OBLIGATIONS" and the proceeds of the sale of the Certificates will be applied generally as described in the Official Statement under the captions "THE OBLIGATIONS - Purpose of the Obligations" and "THE OBLIGATIONS - Sources and Uses of Funds for the Certificates."

(g) Except as may otherwise be disclosed in the Official Statement, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer, after due inquiry threatened against the Issuer, affecting the corporate existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates or the collection of ad valorem taxes or other revenues pledged to the payment of principal of and interest on the Certificates pursuant to the Order or in any way contesting or affecting the validity or enforceability of the Certificates, the Order, or this Contract, or contesting the exclusion from gross income of interest on the Certificates for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Certificates, the adoption of the Order or the execution and delivery of this Contract, nor, to the best knowledge of the Issuer, is

there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Certificates, the Order, or this Contract;

(h) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that for the purpose of this Contract and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("***DTC***"), or its book-entry-only system;

(i) At the time of the Issuer's acceptance hereof and (unless an event occurs of the nature described in paragraph (e) of Section 3 of this Contract) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the "end of the underwriting period," the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) If the Official Statement is supplemented or amended pursuant to paragraph (e) of Section 3 of this Contract, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the "end of the underwriting period," the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(k) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Certificates as provided in and subject to all of the terms and provisions of the Order and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Certificates;

(l) The Issuer will furnish such information and execute such instruments, at the sole expense of the Underwriters, and take such action in cooperation with the Underwriters as the Representative may reasonably request (A) to (y) qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Representative may designate and (z) determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Certificates (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Representative immediately

of receipt by the Issuer of any written notification with respect to the suspension of the qualification of the Certificates for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(m) The financial statements of, and other financial information regarding, the Issuer in the Official Statement fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. Except as disclosed in the Official Statement, the Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(n) Prior to the Closing the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money (except the Issuer's "*Limited Tax Refunding Bonds, Series 2015B*" and its "*Limited Tax Refunding Bonds, Taxable Series 2015C*" which are being issued concurrently with the issuance of the Certificates), or incur any material liabilities, direct or contingent, payable from or secured by any of the revenues or assets which will secure the Certificates except in the ordinary course of business for the Issuer; and

(o) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Contract, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein.

By delivering the Official Statement to the Representative, the Issuer shall be deemed to have reaffirmed, with respect to the Official Statement, the representations, warranties and covenants set forth above with respect to the Preliminary Official Statement.

6. **CLOSING**. At 10:00 A.M., Central Time, on October 14, 2015 (the "***Closing***"), the Issuer will deliver the initial Certificate (as provided for in the Order) to the Representative and, provided the Representative shall have made arrangements with DTC for the Certificates to be qualified for trading as book-entry only securities through the facilities of DTC, the Issuer shall take appropriate steps to provide DTC or the Paying Agent/Registrar acting on behalf of DTC, with one definitive Certificate for each year of maturity of the Certificates and to provide the Representative with the other documents hereinafter mentioned, and the Underwriters will accept such delivery and pay the purchase price of the Certificates as set forth in Paragraph 1(b) hereof in immediately available funds. Concurrently with such payment by the Underwriters, the Issuer shall return to the Representative the check referred to in Paragraph 4 hereof. Payment for the Certificates shall be made at the offices of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "***Paying Agent/Registrar***"). Delivery of all documents required herein shall be made at the office of The J. Ramirez Law Firm, 700 Veterans Blvd., Suite B, San Juan, Texas, or such other place as shall have been mutually agreed upon by the Issuer and the Representative.

In addition, the Issuer and the Underwriters agree that there shall be a preliminary closing held at such place as the Issuer and the Representative shall mutually agree, commencing at least 24 hours prior to the Closing; provided, however, in lieu of this preliminary closing Bond Counsel may provide the counsel to the Underwriters with a complete Transcript of Proceedings or the documents described in Section 7(k) hereof on the business day preceding the Closing. Drafts of all documents to be delivered at the Closing shall be prepared and distributed to all parties and their counsel for review at least two business days prior to the Closing.

7. **CLOSING CONDITIONS.** The Underwriters have entered into this Contract in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations, hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Contract to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative, Bond Counsel and counsel to the Underwriters:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Contract to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Order and this Contract shall be in full force and effect in the form heretofore approved by the Representative and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative; (ii) the net proceeds of the sale of the Certificates shall be deposited and applied as described in the Official Statement and in the Order, and (iii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel to deliver its opinions referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to this Contract, the Certificates, and the Order shall be in full force and effect and shall not have been amended, modified or supplemented, and the Representative shall have received, in appropriate form, evidence thereof;

(e) At or prior to the Closing, the Order shall have been duly approved and executed by the Issuer, and the Issuer shall have duly executed and delivered, and the Paying Agent/Registrar shall have duly authenticated, the Certificates;

(f) The Issuer shall have agreed in the Order to provide certain periodic information and notices of material events in accordance with Rule 15c2-12 as described in the Preliminary Official Statement under "CONTINUING DISCLOSURE OF INFORMATION." The Underwriters' obligation to accept and pay for the Certificates is conditioned upon delivery to the Representative of a certified copy of the Order containing the agreement described under such heading;

(g) At the time of the Closing, the Issuer shall deliver the Certificates in accordance with the provisions of Section 6 hereof;

(h) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the reasonable judgment of the Representative, is material and adverse and that makes it, in the reasonable judgment of the Representative, impracticable to market the Certificates on the terms and in the manner described in the Official Statement;

(i) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(j) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Contract shall be reasonably satisfactory in legal form and effect to the Representative, Bond Counsel, and to counsel for the Underwriters;

(k) At or prior to the Closing, the Representative, or counsel for the Underwriters, shall have received one copy of each of the following documents:

(1) a conformed copy of the Official Statement, and each supplement or amendment thereto, if any, as may have been agreed to by the Representative;

(2) the Order having been duly adopted or approved by the Issuer and being in full force and effect, with such supplements or amendments as may have been agreed to by the Representative;

(3) the Paying Agent/Registrar Agreement, having been duly executed on behalf of the Issuer and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as Paying Agent/Registrar;

(4) [retained as a placeholder];

(5) the approving opinion of Bond Counsel with respect to the Certificates, in substantially the form attached to the Official Statement;

(6) the opinion of the Attorney General, dated on or prior to the date of Closing, approving the Certificates as required by law, and the registration certificate of the Comptroller relating to the registration of the Certificates as required by law;

(7) a supplemental opinion of Bond Counsel addressed to the Issuer and the Underwriters as to the matters set forth in Exhibit A hereto;

(8) an opinion, dated the date of the Closing and addressed to the Underwriters, of counsel for the Underwriters, in substantially the form attached hereto as Exhibit B;

(9) A certificate of the Issuer, dated the date of the Closing, of an appropriate official of the Issuer in form and substance satisfactory to Bond Counsel and counsel to the Underwriters (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Certificates will be used in a manner that would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "***Code***"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(10) a certificate, dated the date of Closing, signed by the County Judge and County Auditor of the Issuer, to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) except to the extent disclosed in the Official Statement, no litigation is pending or, to the knowledge of such persons, threatened in any court to restrain or enjoin the issuance or delivery of the Certificates, or the collection of ad valorem taxes or other revenues pledged to pay the principal of and interest on the Certificates, or the pledge thereof, or in any way contesting or affecting the validity of the Certificates, the Order, or this Contract, or contesting the power of the Issuer (other than tax protests which, individually and in the aggregate, are not material) or the authorization of the Certificates, the Order, or this Contract, or contesting in any way the accuracy, completeness or fairness of the Official Statement (but in lieu of or in conjunction with such certificate, the Representative may, in its sole discretion, accept certificates or opinions of counsel to the Issuer that, in the opinion thereof, the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (iii) to the best of their knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; and (iv) that there has not been any material and adverse change in the affairs or financial

condition of the Issuer since December 31, 2014, the latest date as to which audited financial information is available;

(11) any other certificates and opinions required by the Order for the issuance thereunder of the Certificates;

(12) a letter or report evidencing the rating on the Certificates by Moody's Investor's Service, Inc. and Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, of "Aa2" and "AA-" respectively, in a form acceptable to the Representative, and that such ratings are in effect as of the date of Closing; and

(13) such additional legal opinions, certificates, instruments and other documents as the Representative or counsel to the Underwriters and Bond Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Representative.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates contained in this Contract, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Contract, this Contract shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Section 4 (with respect to the Check), 9 and 11 hereof shall continue in full force and effect.

8. **TERMINATION.** The Underwriters shall have the right to cancel their obligation to purchase the Certificates if, between the date of this Contract and the Closing, the market price or marketability of the Certificates shall be materially adversely affected, in the reasonable judgment of the Underwriters (as evidenced by a written notice to the Issuer terminating the obligation of the Underwriters to accept delivery of and pay for the Certificates), by the occurrence of any of the following:

(a) legislation shall be enacted by or introduced in the Congress or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a

decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Certificates, of the interest on the Certificates as described in the Official Statement, or other action or events shall transpire which may have the purpose or the effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions described herein, or any other action or events shall have occurred which, in the reasonable judgment of the Representative, materially adversely affect the market for the Certificates or the market price generally of obligations of the general character of the Certificates;

(b) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(c) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Certificates or as to obligations of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters;

(d) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities, or the validity or enforceability of the pledge of ad valorem taxes or revenues to secure the payment of principal of and interest on the Certificates;

(e) any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(f) there shall have occurred since the date of this Contract any materially adverse change in the affairs or financial condition of the Issuer;

(g) the United States shall have become engaged in hostilities that did not exist prior to the date hereof which have resulted in a declaration of war or a national emergency or there shall have occurred a new material outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise, the effect of such outbreak,

calamity or crisis on the financial markets of the United States being such as, in the reasonable opinion of the Representative, would materially and adversely affect the ability of the Underwriters to market the Certificates;

(h) any fact or event shall exist or have existed that, in the Representative's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement, and the Issuer has not provided the Underwriters with such amendment or supplement as required by Section 3(e) hereof;

(i) there shall have occurred any downgrading, or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status, by any rating agency that has been asked by the Issuer to furnish a rating on the Certificates; and

(j) the purchase of and payment for the Certificates by the Underwriters, or the resale of the Certificates by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

With respect to the conditions described in subparagraphs (c) and (j) above, the Representative is not aware of any current, pending or proposed restriction or law as of the date of execution of this Contract which would permit the Underwriters to invoke their termination rights thereunder.

9. **EXPENSES.** (a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Certificates, the Order, the Preliminary Official Statement and the Official Statement, (ii) the fees and disbursements of Bond Counsel; (iii) the fees and disbursements of the Financial Advisor to the Issuer; (iv) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Issuer; (v) the fees and expenses of the Paying Agent/Registrar, (vi) the fees for the bond ratings; and (vii) the fees of the Texas Attorney General.

(b) The Underwriters shall pay (i) the cost of preparation and printing of this Contract; (ii) all advertising expenses in connection with the public offering of the Certificates; (iii) all other expenses incurred by it in connection with the public offering of the Certificates, including any Blue Sky fees and expenses and the fees and disbursements of counsel retained by the Underwriters; and (iv) other expenses incurred at the Underwriters' discretion (including, but not limited to, travel, lodging, meals, entertainment, deal mementos, and similar expenses).

10. **NOTICES**. Any notice or other communication to be given to the Issuer under this Contract may be given by delivering the same in writing to the County Judge (with a copy to the County Auditor) at the Hidalgo County Courthouse, 100 N. Closner, Edinburg, Texas 78539, and any notice or other communication to be given to the Underwriters under this Contract may be given

by delivering the same in writing to J.P. Morgan Securities LLC, 1020 North East Loop 410, 2nd Floor, San Antonio, Texas 78209; Attn: Pedro Ramos.

11. **PARTIES IN INTEREST.** This Contract as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Contract may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Contract shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Certificates pursuant to this Contract; and (iii) any termination of this Contract.

12. **EFFECTIVENESS.** This Contract shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

13. **CHOICE OF LAW.** This Contract shall be governed by and construed in accordance with the law of the State of Texas and the United States of America.

14. **SEVERABILITY.** If any provision of this Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Contract invalid, inoperative or unenforceable to any extent whatever.

15. **BUSINESS DAY**. For purposes of this Contract, "business day" means any day on which the New York Stock Exchange is open for trading.

16. **SECTION HEADINGS**. Section headings have been inserted in this Contract as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Contract and will not be used in the interpretation of any provisions of this Contract.

17. **NO PERSONAL LIABILITY.** No member of the governing body of the Issuer, nor any officer, agent, or employee of the Issuer, shall be charged personally by the Underwriters with any liability, or be held liable to the Underwriters under any term or provision of this Contract, or because of execution or attempted execution, or because of any breach or attempted alleged breach of this Contract.

18. **COUNTERPARTS**. This Contract may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

[The remainder of this page intentionally left blank]

If you agree with the foregoing, please sign the enclosed counterpart of this Contract and return it to the Representative. This Contract shall become a binding agreement between you and the Underwriters when at least the counterpart of this Contract shall have been signed by or on behalf of each of the parties hereto.

THE UNDERWRITERS:

J.P. MORGAN SECURITIES LLC
RBC CAPITAL MARKETS, INC.
STIFEL, NICOLAUS & COMPANY, INCORPORATED

BY: J.P. MORGAN SECURITIES LLC
(As Representative of the Underwriters)

By: _____
Title: Executive Director

ACCEPTANCE

Accepted and agreed to at 11:00 A.m., Central Time, this 15th day of September, 2015.

By: _____
County Judge
Hidalgo County, Texas

APPROVED BY
COMMISSIONERS' COURT
ON: 9/15/15

SCHEDULE I

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, INITIAL YIELDS AND REDEMPTION PROVISIONS

$15,785,000
HIDALGO COUNTY, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2015A

Maturity (August 15)	Principal Amount ($)	Interest Rate (%)	Initial Yield (%)	Maturity (August 15)	Principal Amount ($)	Interest Rate (%)	Initial Yield (%)
2016	50,000	3.000	0.420	2026	645,000	5.000	2.930[(1)]
2017	50,000	4.000	0.840	2027	680,000	3.000	3.220
2018	50,000	5.000	1.160	2028	700,000	3.000	3.370
2019	50,000	5.000	1.490	2029	720,000	3.250	3.510
2020	50,000	5.000	1.780	2030	745,000	3.375	3.640
2021	505,000	5.000	2.100	***	***	***	***
2022	535,000	5.000	2.340	2034	3,270,000	4.000	4.000
2023	560,000	5.000	2.570	***	***	***	***
2024	585,000	5.000	2.690	2040	5,975,000	4.000	4.100
2025	615,000	5.000	2.810				

(1) Yield calculated based on the assumption that the Certificates denoted and sold at a premium will be redeemed on August 15, 2025, the first optional call date for the Certificates, at a redemption price of par plus accrued interest to the redemption date.

(Interest accrues from the Date of Initial Delivery)

Optional Redemption:

The Certificates scheduled to mature on and after August 15, 2026, are subject to redemption, in whole or in part, at the option of the Issuer, on August 15, 2025, or any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption.

Mandatory Sinking Fund Redemption:

The Certificates scheduled to mature on August 15 in the years 2034 and 2040 (the "***Term Certificates***") are subject to mandatory sinking fund redemption on the dates and in the principal amounts set forth in the following schedule:

TERM CERTIFICATES MATURING AUGUST 15, 2034

Mandatory Redemption Date	Redemption Amount
August 15, 2031	770,000
August 15, 2032	800,000
August 15, 2033	835,000
August 15, 2034*	865,000

TERM CERTIFICATES MATURING AUGUST 15, 2040

Mandatory Redemption Date	Redemption Amount
August 15, 2035	900,000
August 15, 2036	935,000
August 15, 2037	975,000
August 15, 2038	1,015,000
August 15, 2039	1,055,000
August 15, 2040*	1,095,000

* Maturity

EXHIBIT A

1. The Order has been duly authorized by the Issuer and is in full force and effect.

2. The Certificates are exempt securities under the Securities Act of 1933, as amended (the "1933 Act") and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and it is not necessary, in connection with the offering and sale of the Certificates, to register the Certificates under the 1933 Act or to qualify the Indenture under the Trust Indenture Act.

We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of such statements. In our capacity as bond counsel, however, we have reviewed the Official Statement and have considered the information contained in the Official Statement under the headings "THE OBLIGATIONS" (except for the subheading "Book-Entry-Only System" as to which no opinion is expressed), "TAX MATTERS," "CONTINUING DISCLOSURE OF INFORMATION" (except for the subheading "Compliance with Prior Undertakings" as to which no opinion is expressed), and "OTHER INFORMATION" under the subheadings "Registration and Qualification of Obligations For Sale," "Legal Investments and Eligibility to Secure Public Funds in Texas," and Legal Opinions and No-Litigation Certificate," and we are of the opinion that the information relating to the Certificates and the Order contained under such captions is a fair and accurate summary of the information purported to be shown and that the information and descriptions contained under such captions relating to the provisions of applicable state and federal laws are correct as to matter of law. Further, based upon our review and discussions, and assuming the accuracy of the information contained in the aforementioned documents, certificates, opinions, records and instruments, nothing has come to our attention which leads us to believe that the Official Statement contains any untrue statement of a material fact, or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. We express no view, however, as to any financial, technical or statistical data or any estimates, projections, assumptions or expressions of opinions included in the Official Statement or any appendix thereto.

EXHIBIT B

FORM OF UNDERWRITERS' COUNSEL OPINION

October 14, 2015

J.P. MORGAN SECURITIES LLC
RBC CAPITAL MARKETS, INC.
STIFEL, NICOLAUS & COMPANY, INCORPORATED
C/O J.P. MORGAN SECURITIES LLC
1020 North East Loop 410, 2nd Floor,
San Antonio, Texas 78209

RE: $15,785,000 HIDALGO COUNTY, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2015A

Ladies and Gentlemen:

We have acted as counsel to you as the Underwriters (the "***Underwriter***s") of ***$15,785,000*** aggregate principal amount of **HIDALGO COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2015A** (the "***Certificates***"), issued under and pursuant to an order (the "***Order***") of **HIDALGO COUNTY, TEXAS** (the "***Issuer***") authorizing the issuance of the Certificates, which Certificates you are purchasing pursuant to a Purchase Contract, dated September 15, 2015 (the "***Purchase Contract***"), between the Underwriters and the Issuer.

In connection with the rendering of this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of documents, opinions, certificates, instruments and records as we have considered necessary or appropriate for purposes of rendering the opinions hereinafter expressed. In addition, we have made such investigations of law and facts as we have deemed appropriate or necessary as a basis for these opinions. We have assumed, but have not independently verified, that the signatures on all documents and certificates that we have examined are genuine and that the Certificates conform to the specimen copies thereof that we have examined.

Based upon the foregoing, we are of the opinion that:

(1) the Certificates are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and it is not necessary in connection with the sale of the Certificates to the public to register the Certificates under the Securities Act of 1933, as amended; and

(2) the Order is not required to be qualified under the Trust Indenture Act of 1939, as amended.

Because the primary purpose of our professional engagement as your counsel was not to establish factual matters, because of the wholly or partially nonlegal character of many of the determinations involved in the preparation of the Official Statement, and because the information in the Official Statement under the headings "THE OBLIGATIONS – Book-Entry-Only System" and "TAX MATTERS" and the Appendices thereto were prepared by others who have been engaged to review or provide such information, we are not passing on and do not assume any responsibility for, except as set forth in the last sentence of this paragraph, the accuracy, completeness or fairness of the statements contained in the Official Statement (including any appendices, schedules and exhibits thereto), and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements. In the course of our participation in the preparation and review of the Official Statement as your counsel, we had discussions with representatives of the Issuer, including its Financial Advisor and Bond Counsel, regarding the contents of the Official Statement. In the course of such activities, no facts came to our attention which would lead us to believe that the Official Statement (except for the financial statements and other financial and statistical data contained therein, the information set forth under the headings "THE OBLIGATIONS – Book-Entry-Only System" and "TAX MATTERS" and the Appendices thereto, as to which we express no opinion), as of its date contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

This letter is furnished by us for your sole benefit and no other person or entity shall be entitled to rely upon this opinion without our express written consent.

Very truly yours,

PURCHASE CONTRACT

RELATING TO

$14,760,000
HIDALGO COUNTY, TEXAS
LIMITED TAX REFUNDING BONDS, SERIES 2015B

September 15, 2015

The Honorable County Judge Ramon Garcia
and Members of the Commissioners Court
Hidalgo County Courthouse
100 N. Closner
Edinburg, Texas 78539

Dear Judge Garcia and Members of the Commissioners Court:

J.P. MORGAN SECURITIES LLC (the "***Representative***"), acting on its own behalf and on behalf of the other underwriters listed on the signature page hereto (collectively, the "***Underwriters***"), in the capacity described in Section 1 below, offers to enter into the following agreement (this "***Contract***") with **HIDALGO COUNTY, TEXAS** (the "***Issuer***") which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer's written acceptance hereof on or before 10:00 p.m., Central Time, on September 15, 2015, and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Contract shall have the same meanings set forth in the Order (as defined herein) or in the Official Statement (as defined herein). J.P. Morgan Securities LLC represents that it has been duly authorized to execute this Contract and has been duly authorized to act hereunder as the Representative. All actions which may be taken hereunder by the Underwriters may be taken by the Representative alone.

1. **PURCHASE AND SALE OF THE BONDS.** (a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer's **LIMITED TAX REFUNDING BONDS, SERIES 2015B** (the "***Bonds***"). The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Contract is an arm's-length commercial transaction between the Issuer and the Underwriters, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, each of the Underwriters is and has been acting solely as a principal and is not acting as the agent or fiduciary of the Issuer, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto

(regardless of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters), and the Underwriters have no obligation to the Issuer with respect to the offering described herein except the obligations expressly set forth in this Contract, (iv) the Issuer has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate, and (v) the Underwriters have provided the Issuer prior disclosures required under Rule G-17 of the Municipal Securities Rulemaking Board (the "***MSRB***"), which disclosures have been received by the Issuer.

(b) The purchase price for the Bonds shall be ***$17,225,809.03*** (representing the principal amount of the Bonds, plus an original issue premium on the Bonds of ***$2,551,642.20***, and less an Underwriters' discount on the Bonds of ***$85,833.17***) and no accrued interest.

(c) Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms, that each Underwriter is not acting as a fiduciary of the Issuer, but rather is acting solely in its individual capacity as an underwriter for its own account.

(d) The principal amount of the Bonds to be issued, the dated date therefor, and the maturities, interest rates per annum, initial yields and redemption provisions shall be as set forth in Schedule I attached hereto. The Certificates shall be as described in, and shall be issued and secured under and pursuant to an Order adopted by the governing body of the Issuer on August 4, 2015 (the "***Order***"). In the Order, the Commissioners Court of the Issuer delegated the authority to various officials of the Issuer to establish the pricing terms for the Bonds through the execution of an Approval Certificate dated the date hereof (the "***Approval Certificate***"). The Bonds are to mature on the dates and in the respective amounts, are to bear interest, are subject to redemption, and are payable, all as provided in the Order and the Approval Certificate and as set forth in Schedule I attached hereto.

2. **PUBLIC OFFERING**. The Underwriters agree to make a bona fide public offering of all of the Bonds at a price not to exceed the public offering price set forth in the Official Statement and in Schedule I attached hereto, and may subsequently change such offering price without any requirement of prior notice. The Underwriters may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices stated in Schedule I attached hereto and on page ii of the Official Statement; provided that on or before Closing, the Representative shall execute and deliver to Bond Counsel an Issue Price Certificate prepared by Bond Counsel and acceptable to the Underwriters.

3. **THE OFFICIAL STATEMENT.** (a) The Preliminary Official Statement of the Issuer, dated September 3, 2015, including the cover pages, Schedule and Appendices thereto, relating to the Bonds (the "***Preliminary Official Statement***"), as amended to conform to the terms of this Contract and with changes and amendments to the date hereof as have been mutually agreed to by the Issuer and the Representative, is referred to herein as the "***Official Statement***."

(b) The Preliminary Official Statement has been prepared, in an electronic format, for use in connection with the public offering, sale and distribution of the Bonds by the Underwriters. The Issuer hereby represents and warrants that the Preliminary Official Statement delivered to the

Underwriters (via electronic mail) immediately prior to or concurrently herewith is deemed final by the Issuer as of the date hereof, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Rule 15c2-12 under the Securities Exchange Act of 1934 ("***Rule 15c2-12***"). Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient reasonable quantities (or, alternatively, in an electronic format via electronic mail) of the Preliminary Official Statement as the Representative deems reasonably necessary to satisfy the obligations of the Underwriters under Rule 15c2-12 with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.

(c) As soon as practicable after the date hereof, and in any event within seven business days after the acceptance of this Contract by the Issuer and, in the event the date of Closing is less than seven business days following the date hereof, upon request of the Representative, the Issuer shall deliver or cause to be delivered to the Underwriters, without charge, in sufficient time to accompany any confirmation requesting payment from any customers of the Underwriters, the final Official Statement relating to the Bonds, in a "designated electronic format" which will be determined by an officer duly authorized by the Issuer to be a final Official Statement for purposes of Rule 15c2-12, as well as the number of printed Official Statements reasonably requested by the Representative to permit satisfaction of the requirements of Rule G-32 of the MSRB obligating the Underwriters to deliver a copy of the Official Statement to a purchaser of Bonds not later than the date of Closing upon an Underwriters' receipt from the purchaser of a request therefor.

(d) The Issuer ratifies the use of the Preliminary Official Statement, in an electronic format, and authorizes the Official Statement to be used in connection with the offering of the Bonds.

(e) If after the date of this Contract, to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) 90 days from the "end of the underwriting period" [as defined in Rule 15c2-12] and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances when the Official Statement is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Representative with such information as it may from time to time request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a manner approved by the Representative), an amendment or supplement to the Official Statement, and make the same available to the Underwriters in a "designated electronic format" so that the statements in the Official Statement as so amended and supplemented will not, in light of the circumstances when the Official Statement is delivered to a purchaser, be misleading or so that the Official Statement will comply with law; provided; however,

that for all purposes of this Contract and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representation with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("***DTC***"), or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Representative may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(f) The Representative hereby agrees to timely file the Official Statement with the MSRB through its Electronic Municipal Markets Access system (commonly referred to as "***EMMA***") and notify the Issuer of the date of such filing. Unless otherwise notified in writing by the Representative, the Issuer can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 shall be the date of the Closing.

(g) To the best knowledge and belief of the Issuer, the Official Statement contains information, including financial information or operating data, concerning every entity, enterprise, fund, account or person that is material to an evaluation of the offering of the Bonds. Except as may otherwise be noted and disclosed in the Official Statement under the caption "CONTINUING DISCLOSURE OF INFORMATION - Compliance with Prior Undertakings", the Issuer has not failed to substantially comply with any undertaking specified in paragraph (b)(5)(i) of Rule 15c2-12 within the last five years.

4. **SECURITY DEPOSIT**. Delivered to the Issuer as a good faith deposit is a corporate check of the Representative payable to the order of the Issuer in the amount of ***$150,500***. In the event you accept this offer, such check shall be held uncashed by you until the time of Closing, at which time such check shall be returned uncashed to the Representative. In the event that the Issuer does not accept this Contract, such check will be immediately returned to the Representative. Should the Issuer fail to deliver the Bonds at Closing, or should the Issuer be unable to satisfy the conditions of the obligations of the Underwriters to purchase, accept delivery of and pay for the Bonds, as set forth in this Contract (unless waived by the Representative), or should such obligations of the Underwriters be terminated for any reason permitted by this Contract, such check shall immediately be returned to the Representative. In the event that the Underwriters fail (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Bonds at the Closing as herein provided, the check shall be cashed and the amount thereof retained by the Issuer as and for fully liquidated damages for such failure of the Underwriters, and, except as set forth in Sections 9 and 11 hereof, no party shall have any further rights against the other hereunder. The Representative hereby agrees not to stop or cause payment on said check to be stopped unless the Issuer has breached any of the terms of this Contract. The Underwriters and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters.

5. **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE ISSUER**. The Issuer hereby represents and warrants to and covenants with the Underwriters that:

(a) The Issuer is a political subdivision of the State of Texas existing and operating under the Constitution and laws of the State of Texas, and has full legal right, power and authority under Chapter 1207, Texas Government Code, as amended (the "***Act***"), and at the date of the Closing will have full legal right, power and authority under the Act and the Order (i) to enter into, execute and deliver this Contract, the Order, the Escrow Agreement described in the Official Statement (the "***Escrow Agreement***"), and all documents required hereunder and thereunder to be executed and delivered by the Issuer, (ii) to sell, issue and deliver the Bonds to the Underwriters as provided herein, and (iii) to carry out and consummate the transactions described in this Contract, the Order, the Escrow Agreement and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Order as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Order and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds, the Order, the Escrow Agreement and this Contract, and (iii) the consummation by it of all other transactions described by the Official Statement, the Order, the Escrow Agreement, this Contract and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement;

(c) The Order, the Escrow Agreement and this Contract constitute legal, valid and binding agreements of the Issuer, enforceable in accordance with their respective terms, subject to principles of sovereign immunity and by bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights or by general principles of equity which permit the exercise of judicial discretion; the Bonds, when issued, delivered and paid for, in accordance with the Order and this Contract, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Order and be enforceable in accordance with their terms, subject to principles of sovereign immunity and by bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Bonds as aforesaid, the Order will provide the legally valid and binding pledge of ad valorem taxes as set forth in the Order;

(d) The Issuer is not aware nor has it been notified that it is in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party

or to which the Issuer is otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any such instrument; and the execution and delivery of the Bonds, the Escrow Agreement, this Contract and the adoption of the Order and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Order;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under this Contract, the Order, and the Bonds have been duly obtained or will be obtained prior to Closing, except for compliance with the provisions of Section 5(j) hereof and approval of the Bonds by the Office of the Attorney General of the State (the "***Attorney General***") and registration of the Bonds by the Office of the Comptroller of the State (the "***Comptroller***"), and the Issuer shall cause a transcript of proceedings to be filed with the Attorney General in form and substance consistent with the administrative rules of the Public Finance Division of the Attorney General, which will permit the review of such transcript and the approval of the Bonds by the Attorney General, and the registration of the Bonds by the Comptroller on or before the Closing, as required by Section 7(k)(6) hereof, but subject to the discretion of the Attorney General with respect to the issuance of his approving opinion;

(f) The Bonds and the Order conform to the descriptions thereof contained in the Official Statement under the caption "THE OBLIGATIONS" and the proceeds of the sale of the Bonds will be applied generally as described in the Official Statement under the captions "THE OBLIGATIONS - Purpose of the Obligations" and "THE OBLIGATIONS - Sources and Uses of Funds for the 2015B Bonds."

(g) Except as may otherwise be disclosed in the Official Statement, there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer, after due inquiry threatened against the Issuer, affecting the corporate existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection of ad valorem taxes or other revenues pledged to the payment of principal of and interest on the Bonds pursuant to the Order or in any way contesting or affecting the validity or enforceability of the Bonds, the Order, the Escrow Agreement, or this Contract, or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers

of the Issuer or any authority for the issuance of the Bonds, the adoption of the Order or the execution and delivery of the Escrow Agreement or this Contract, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds, the Order, the Escrow Agreement or this Contract;

(h) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that for the purpose of this Contract and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("***DTC***"), or its book-entry-only system;

(i) At the time of the Issuer's acceptance hereof and (unless an event occurs of the nature described in paragraph (e) of Section 3 of this Contract) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the "end of the underwriting period," the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) If the Official Statement is supplemented or amended pursuant to paragraph (e) of Section 3 of this Contract, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the "end of the underwriting period," the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(k) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Order and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds;

(l) The Issuer will furnish such information and execute such instruments, at the sole expense of the Underwriters, and take such action in cooperation with the Underwriters as the Representative may reasonably request (A) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Representative may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Bonds (provided, however, that the Issuer will not be required to qualify as a foreign

corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Representative immediately of receipt by the Issuer of any written notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(m) The financial statements of, and other financial information regarding, the Issuer in the Official Statement fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. Except as disclosed in the Official Statement, the Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(n) Prior to the Closing the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money (except the Issuer's "*Certificates of Obligation, Series 2015A*" and its "*Limited Tax Refunding Bonds, Taxable Series 2015C*" which are being issued concurrently with the issuance of the Bonds), or incur any material liabilities, direct or contingent, payable from or secured by any of the revenues or assets which will secure the Bonds except in the ordinary course of business for the Issuer; and

(o) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Contract, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein.

By delivering the Official Statement to the Representative, the Issuer shall be deemed to have reaffirmed, with respect to the Official Statement, the representations, warranties and covenants set forth above with respect to the Preliminary Official Statement.

6. **CLOSING**. At 10:00 A.M., Central Time, on October 14, 2015 (the "***Closing***"), the Issuer will deliver the initial Bond (as provided for in the Order) to the Representative and, provided the Representative shall have made arrangements with DTC for the Bonds to be qualified for trading as book-entry only securities through the facilities of DTC, the Issuer shall take appropriate steps to provide DTC or the Paying Agent/Registrar acting on behalf of DTC, with one definitive Bond for each year of maturity of the Bonds and to provide the Representative with the other documents hereinafter mentioned, and the Underwriters will accept such delivery and pay the purchase price of the Bonds as set forth in Paragraph 1(b) hereof in immediately available funds. Concurrently with such payment by the Underwriters, the Issuer shall return to the Representative the check referred to in Paragraph 4 hereof. Payment for the Bonds shall be made at the offices of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "***Paying Agent/Registrar***"). Delivery of all documents required herein shall be made at the office of The J. Ramirez Law Firm, 700 Veterans Blvd., Suite B, San Juan, Texas, or such other place as shall have been mutually agreed upon by the Issuer and the Representative.

In addition, the Issuer and the Underwriters agree that there shall be a preliminary closing held at such place as the Issuer and the Representative shall mutually agree, commencing at least 24 hours prior to the Closing; provided, however, in lieu of this preliminary closing Bond Counsel may provide the counsel to the Underwriters with a complete Transcript of Proceedings or the documents described in Section 7(k) hereof on the business day preceding the Closing. Drafts of all documents to be delivered at the Closing shall be prepared and distributed to all partes and their counsel for review at least two business days prior to the Closing.

7. **CLOSING CONDITIONS.** The Underwriters have entered into this Contract in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations, hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Contract to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative, Bond Counsel and counsel to the Underwriters:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Contract to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Order, the Escrow Agreement and this Contract shall be in full force and effect in the form heretofore approved by the Representative and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative; (ii) the net proceeds of the sale of the Bonds shall be deposited and applied as described in the Official Statement and in the Order, and (iii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel to deliver its opinions referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to this Contract, the Bonds, the Escrow Agreement, and the Order shall be in full force and effect and shall not have been amended, modified or supplemented, and the Representative shall have received, in appropriate form, evidence thereof;

(e) At or prior to the Closing, the Order shall have been duly approved and executed by the Issuer, and the Issuer shall have duly executed and delivered, and the Paying Agent/Registrar shall have duly authenticated, the Bonds;

(f) The Issuer shall have agreed in the Order to provide certain periodic information and notices of material events in accordance with Rule 15c2-12 as described in the Preliminary Official Statement under "CONTINUING DISCLOSURE OF INFORMATION." The Underwriters' obligation to accept and pay for the Bonds is conditioned upon delivery to the Representative of a certified copy of the Order containing the agreement described under such heading;

(g) At the time of the Closing, the Issuer shall deliver the Bonds in accordance with the provisions of Section 6 hereof;

(h) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the reasonable judgment of the Representative, is material and adverse and that makes it, in the reasonable judgment of the Representative, impracticable to market the Bonds on the terms and in the manner described in the Official Statement;

(i) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(j) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Contract shall be reasonably satisfactory in legal form and effect to the Representative, Bond Counsel, and to counsel for the Underwriters;

(k) At or prior to the Closing, the Representative, or counsel for the Underwriters, shall have received one copy of each of the following documents:

(1) a conformed copy of the Official Statement, and each supplement or amendment thereto, if any, as may have been agreed to by the Representative;

(2) the Order having been duly adopted or approved by the Issuer and the Approval Certificate having been duly executed by an authorized representative of the Issuer and each as being in full force and effect, with such supplements or amendments as may have been agreed to by the Representative;

(3) the Paying Agent/Registrar Agreement, having been duly executed on behalf of the Issuer and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as Paying Agent/Registrar;

(4) the Escrow Agreement, having been duly executed on behalf of the Issuer and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as Escrow Agent;

(5) the approving opinion of Bond Counsel with respect to the Bonds, in substantially the form attached to the Official Statement;

(6) the opinion of the Attorney General, dated on or prior to the date of Closing, approving the Bonds as required by law, and the registration certificate of the Comptroller relating to the registration of the Bonds as required by law;

(7) a supplemental opinion of Bond Counsel addressed to the Issuer and the Underwriters as to the matters set forth in Exhibit A hereto;

(8) an opinion, dated the date of the Closing and addressed to the Underwriters, of counsel for the Underwriters, in substantially the form attached hereto as Exhibit B;

(9) A certificate of the Issuer, dated the date of the Closing, of an appropriate official of the Issuer in form and substance satisfactory to Bond Counsel and counsel to the Underwriters (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(10) a certificate, dated the date of Closing, signed by the County Judge and County Auditor of the Issuer, to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) except to the extent disclosed in the Official Statement, no litigation is pending or, to the knowledge of such persons, threatened in any court to restrain or enjoin the issuance or delivery of the Bonds, or the collection of ad valorem taxes or other revenues pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity of the Bonds, the Order, the Escrow Agreement, or this Contract, or contesting the power of the Issuer (other than tax protests which, individually and in the aggregate, are not material) or the authorization of the Bonds, the Order, the Escrow Agreement or this Contract, or contesting in any way the accuracy, completeness or fairness of the Official Statement (but in lieu of or in conjunction with such certificate, the Representative may, in its sole discretion, accept certificates or opinions of counsel to the Issuer that, in the opinion thereof, the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (iii) to the best of their knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the

Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; and (iv) that there has not been any material and adverse change in the affairs or financial condition of the Issuer since December 31, 2014, the latest date as to which audited financial information is available;

(11) any other certificates and opinions required by the Order for the issuance thereunder of the Bonds;

(12) a letter or report evidencing the rating on the Bonds by Moody's Investor's Service, Inc. and Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, of "Aa2" and "AA-" respectively, in a form acceptable to the Representative, and that such ratings are in effect as of the date of Closing;

(13) A copy of the report prepared by Grant Thornton LLP, certified public accountants, addressed to the Issuer, Bond Counsel and the Underwriters, verifying (i) the arithmetical computations of the adequacy of the maturing principal and interest on the Escrowed Securities and any uninvested cash on hand under the Escrow Agreement to pay, when due, the principal of and interest on the obligations being refunded by the Bonds, and (ii) the computation of the yields with respect to the Escrowed Securities and the Bonds; and

(14) such additional legal opinions, certificates, instruments and other documents as the Representative or counsel to the Underwriters and Bond Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Representative.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Contract, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Contract, this Contract shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Section 4 (with respect to the Check), 9 and 11 hereof shall continue in full force and effect.

8. **TERMINATION.** The Underwriters shall have the right to cancel their obligation to purchase the Bonds if, between the date of this Contract and the Closing, the market price or marketability of the Bonds shall be materially adversely affected, in the reasonable judgment of the Underwriters (as evidenced by a written notice to the Issuer terminating the obligation of the Underwriters to accept delivery of and pay for the Bonds), by the occurrence of any of the following:

(a) legislation shall be enacted by or introduced in the Congress or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds, of the interest on the Bonds as described in the Official Statement, or other action or events shall transpire which may have the purpose or the effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions described herein, or any other action or events shall have occurred which, in the reasonable judgment of the Representative, materially adversely affect the market for the Bonds or the market price generally of obligations of the general character of the Bonds;

(b) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(c) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters;

(d) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income, securities, or the validity or enforceability of the pledge of ad valorem taxes or revenues to secure the payment of principal of and interest on the Bonds;

(e) any event occurring, or information becoming known which, in the reasonable judgment of the Representative, makes untrue in any material respect any statement or

information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(f) there shall have occurred since the date of this Contract any materially adverse change in the affairs or financial condition of the Issuer;

(g) the United States shall have become engaged in hostilities that did not exist prior to the date hereof which have resulted in a declaration of war or a national emergency or there shall have occurred a new material outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise, the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as, in the reasonable opinion of the Representative, would materially and adversely affect the ability of the Underwriters to market the Bonds;

(h) any fact or event shall exist or have existed that, in the Representative's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement, and the Issuer has not provided the Underwriters with such amendment or supplement as required by Section 3(e) hereof;

(i) there shall have occurred any downgrading, or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status, by any rating agency that has been asked by the Issuer to furnish a rating on the Bonds; and

(j) the purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

With respect to the conditions described in subparagraphs (c) and (j) above, the Representative is not aware of any current, pending or proposed restriction or law as of the date of execution of this Contract which would permit the Underwriters to invoke their termination rights thereunder.

9. **EXPENSES.** (a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds, the Order, the Preliminary Official Statement and the Official Statement, (ii) the fees and disbursements of Bond Counsel; (iii) the fees and disbursements of the Financial Advisor to the Issuer; (iv) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Issuer; (v) the fees and expenses of the Paying Agent/Registrar, the Escrow Agent, the verification agent, and other paying agents, if any, for the obligations being refunded by the Bonds, (vi) the fees for the bond ratings; and (vii) the fees of the Texas Attorney General.

(b) The Underwriters shall pay (i) the cost of preparation and printing of this Contract; (ii) all advertising expenses in connection with the public offering of the Bonds; (iii) all other expenses incurred by it in connection with the public offering of the Bonds, including any Blue Sky fees and expenses and the fees and disbursements of counsel retained by the Underwriters; and (iv) other expenses incurred at the Underwriters' discretion (including, but not limited to, travel, lodging, meals, entertainment, deal mementos, and similar expenses).

10. **NOTICES**. Any notice or other communication to be given to the Issuer under this Contract may be given by delivering the same in writing to the County Judge (with a copy to the County Auditor) at the Hidalgo County Courthouse, 100 N. Closner, Edinburg, Texas 78539, and any notice or other communication to be given to the Underwriters under this Contract may be given by delivering the same in writing to J.P. Morgan Securities LLC, 1020 North East Loop 410, 2nd Floor, San Antonio, Texas 78209; Attn: Pedro Ramos.

11. **PARTIES IN INTEREST.** This Contract as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Contract may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Contract shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Contract; and (iii) any termination of this Contract.

12. **EFFECTIVENESS.** This Contract shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

13. **CHOICE OF LAW.** This Contract shall be governed by and construed in accordance with the law of the State of Texas and the United States of America.

14. **SEVERABILITY.** If any provision of this Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Contract invalid, inoperative or unenforceable to any extent whatever.

15. **BUSINESS DAY**. For purposes of this Contract, "business day" means any day on which the New York Stock Exchange is open for trading.

16. **SECTION HEADINGS**. Section headings have been inserted in this Contract as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Contract and will not be used in the interpretation of any provisions of this Contract.

17. **NO PERSONAL LIABILITY.** No member of the governing body of the Issuer, nor any officer, agent, or employee of the Issuer, shall be charged personally by the Underwriters with any liability, or be held liable to the Underwriters under any term or provision of this Contract, or because of execution or attempted execution, or because of any breach or attempted alleged breach of this Contract.

18. **COUNTERPARTS**. This Contract may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

[The remainder of this page intentionally left blank]

If you agree with the foregoing, please sign the enclosed counterpart of this Contract and return it to the Representative. This Contract shall become a binding agreement between you and the Underwriters when at least the counterpart of this Contract shall have been signed by or on behalf of each of the parties hereto.

THE UNDERWRITERS:

J.P. MORGAN SECURITIES LLC
RBC CAPITAL MARKETS, INC.
STIFEL, NICOLAUS & COMPANY, INCORPORATED

BY: **J.P. MORGAN SECURITIES LLC**
(As Representative of the Underwriters)

By: _____
Title: Executive Director

ACCEPTANCE

Accepted and agreed to at 11:00 a.m., Central Time, this 15th day of September, 2015.

By: _____
County Judge
Hidalgo County, Texas

APPROVED BY
COMMISSIONERS' COURT
ON: 9/15/15

SCHEDULE I

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, INITIAL YIELDS AND REDEMPTION PROVISIONS

$14,760,000
HIDALGO COUNTY, TEXAS
LIMITED TAX REFUNDING BONDS, SERIES 2015B

Maturity (August 15)	Principal Amount ($)	Interest Rate (%)	Initial Yield (%)	Maturity (August 15)	Principal Amount ($)	Interest Rate (%)	Initial Yield (%)
2023	2,170,000	5.000	2.570	2026	2,510,000	5.000	2.930[(1)]
2024	2,280,000	5.000	2.690	2027	2,640,000	5.000	3.020[(1)]
2025	2,390,000	5.000	2.810	2028	2,770,000	5.000	3.120[(1)]

(1) Yield calculated based on the assumption that the Bonds denoted and sold at a premium will be redeemed on August 15, 2025, the first optional call date for the Bonds, at a redemption price of par plus accrued interest to the redemption date.

(Interest accrues from the Date of Initial Delivery)

Optional Redemption:

The Bonds scheduled to mature on and after August 15, 2026, are subject to redemption, in whole or in part, at the option of the Issuer, on August 15, 2025, or any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption.

EXHIBIT A

SUPPLEMENTAL BOND COUNSEL OPINION MATTERS

1. The Order, the Approval Certificate and the Escrow Agreement have each been duly authorized by the Issuer and are in full force and effect.

2. The Bonds are exempt securities under the Securities Act of 1933, as amended (the "1933 Act") and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act or to qualify the Indenture under the Trust Indenture Act.

We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of such statements. In our capacity as bond counsel, however, we have reviewed the Official Statement and have considered the information contained in the Official Statement under the headings "THE OBLIGATIONS" (except for the subheading "Book-Entry-Only System" as to which no opinion is expressed), "TAX MATTERS," "CONTINUING DISCLOSURE OF INFORMATION" (except for the subheading "Compliance with Prior Undertakings" as to which no opinion is expressed), and "OTHER INFORMATION" under the subheadings "Registration and Qualification of Obligations For Sale," "Legal Investments and Eligibility to Secure Public Funds in Texas," and Legal Opinions and No-Litigation Certificate," and we are of the opinion that the information relating to the Bonds and the Order contained under such captions is a fair and accurate summary of the information purported to be shown and that the information and descriptions contained under such captions relating to the provisions of applicable state and federal laws are correct as to matter of law. Further, based upon our review and discussions, and assuming the accuracy of the information contained in the aforementioned documents, certificates, opinions, records and instruments, nothing has come to our attention which leads us to believe that the Official Statement contains any untrue statement of a material fact, or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. We express no view, however, as to any financial, technical or statistical data or any estimates, projections, assumptions or expressions of opinions included in the Official Statement or any appendix thereto.

EXHIBIT B

FORM OF UNDERWRITERS' COUNSEL OPINION

October 14, 2015

J.P. MORGAN SECURITIES LLC
RBC CAPITAL MARKETS, INC.
STIFEL, NICOLAUS & COMPANY, INCORPORATED
C/O J.P. MORGAN SECURITIES LLC
1020 North East Loop 410, 2nd Floor,
San Antonio, Texas 78209

RE: $14,760,000 HIDALGO COUNTY, TEXAS
LIMITED TAX REFUNDING BONDS, SERIES 2015B

Ladies and Gentlemen:

We have acted as counsel to you as the Underwriters (the "***Underwriter***s") of ***$14,760,000*** aggregate principal amount of **HIDALGO COUNTY, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2015B** (the "***Bonds***"), issued under and pursuant to an order (the "***Order***") of **HIDALGO COUNTY, TEXAS** (the "***Issuer***") authorizing the issuance of the Bonds, which Bonds you are purchasing pursuant to a Purchase Contract, dated September 15, 2015 (the "***Purchase Contract***"), between the Underwriters and the Issuer.

In connection with the rendering of this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of documents, opinions, certificates, instruments and records as we have considered necessary or appropriate for purposes of rendering the opinions hereinafter expressed. In addition, we have made such investigations of law and facts as we have deemed appropriate or necessary as a basis for these opinions. We have assumed, but have not independently verified, that the signatures on all documents and certificates that we have examined are genuine and that the Bonds conform to the specimen copies thereof that we have examined.

Based upon the foregoing, we are of the opinion that:

(1) the Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and it is not necessary in connection with the sale of the Bonds to the public to register the Bonds under the Securities Act of 1933, as amended; and

(2) the Order is not required to be qualified under the Trust Indenture Act of 1939, as amended.

Because the primary purpose of our professional engagement as your counsel was not to establish factual matters, because of the wholly or partially nonlegal character of many of the determinations involved in the preparation of the Official Statement, and because the information in the Official Statement under the headings "THE OBLIGATIONS – Book-Entry-Only System" and "TAX MATTERS" and the Appendices thereto were prepared by others who have been engaged to review or provide such information, we are not passing on and do not assume any responsibility for, except as set forth in the last sentence of this paragraph, the accuracy, completeness or fairness of the statements contained in the Official Statement (including any appendices, schedules and exhibits thereto), and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements. In the course of our participation in the preparation and review of the Official Statement as your counsel, we had discussions with representatives of the Issuer, including its Financial Advisor and Bond Counsel, regarding the contents of the Official Statement. In the course of such activities, no facts came to our attention which would lead us to believe that the Official Statement (except for the financial statements and other financial and statistical data contained therein, the information set forth under the headings "THE OBLIGATIONS – Book-Entry-Only System" and "TAX MATTERS" and the Appendices thereto, as to which we express no opinion), as of its date contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

This letter is furnished by us for your sole benefit and no other person or entity shall be entitled to rely upon this opinion without our express written consent.

Very truly yours,

AI-51349 **Budget and Management** **21. D.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Title IV-E Child Welfare Services (1100):
1. Approval of the revised Title IV-E Child Welfare Services Grant Budget (Contract #23941009) for October 1, 2015 - September 30, 2016.
2. Approval for County Judge to sign required documents.

BACKGROUND

AI-50511 CC Regular 08/18/15 - Approval of the Title IV-E Child Welfare Services Grant Budget

As per the Texas Department of Family & Protective Services, a revised budget should be submitted to reflect a revised FMAP rate. On 08/18/15, the FMAP rate used was the one provided by the Texas Department of Family & Protective Services at that time.

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 Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/11/2015 03:12 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Debbie Tamez		Started On: 09/11/2015 01:30 PM
Final Approval Date: 09/11/2015		

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

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*	*$1,542.51*	*$1,157.49*
D. Indirect Costs (if applicable)			
Indirect Cost Base	*$0.00*	*$0.00*	*$0.00*
Grand Total	**$124,147.59**	**$28,150.46**	**$95,997.13**

***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:** **57.13%**

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

Form 2030CWIVE

Budget for Title IV-E
County Child Welfare Services Contract

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

Texas Dept. of Family
and Protective Services

Form 2030CWIVE

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

Form 2030CWIVE

Budget for Title IV-E
County Child Welfare Services Contract

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

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Texas Dept. of Family
and Protective Services

Form 2030CWIVE

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

Form 2030CWIVE

Budget for Title IV-E
County Child Welfare Services Contract

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

Form 2030CWIVE

Budget for Title IV-E
County Child Welfare Services Contract

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

Form 2030CWIVE

Budget for Title IV-E
County Child Welfare Services Contract

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

Texas Dept. of Family
and Protective Services

Form 2030CWIVE

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**
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federa					
					$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

Texas Dept. of Family
and Protective Services

Form 2030CWIVE

Budget for Title IV-E
County Child Welfare Services Contract

Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 75% FFP)	Anticipated County Match
l Funds prior to 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

.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

Form 2030CWIVE

B. Training

B.2. Title IV-E Fostering Connections Training

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**
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Feder					
					$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.sta

Texas Dept. of Family
and Protective Services

Form 2030CWIVE

Budget for Title IV-E
County Child Welfare Services Contract

(65%)

Number of Attendees	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 65% FFP)	Anticipated County Match
al Funds prior to 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

te.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

Form 2030CWIVE

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**
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Feder					
					$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.sta

Texas Dept. of Family
and Protective Services

Form 2030CWIVE

Budget for Title IV-E
County Child Welfare Services Contract

Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
al Funds prior to 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

te.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Form 2030CWIVE

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	$685.56	$514.44
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	$856.95	$643.05
Total Direct Other Costs	$2,700.00	$1,542.51	$1,157.49

* 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

Form 2030CWIVE

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

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.

Budget for Title IV-E
County Child Welfare Services Contract

D. Indirect Costs (if applicable)

AI-51068 **Budget and Management** **21. E.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Discussion, consideration and action to enter into The Texas VINE Annual Maintenance Grant Contract - fiscal year 2016 with the Office of the Attorney General of Texas and authorization for County Judge to sign the required documents.
2. Approval of Certification of Revenues as certified by the County Auditor for the Texas VINE Annual Maintenance Grant.
3. Approval of appropriation of funds for the Texas VINE Program in the amount of $27,715.32.
4. Discussion, consideration and action to enter into a Service Agreement Renewal between Appriss and Hidalgo County for the period of September 1, 2015 to August 31, 2016 in the amount of $27,715.32 and authorization for County Judge to sign the required documents.

BACKGROUND

OAG Contract No. 1659895

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1283-415-00-200-005-6-336

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $27,715.32 for the Texas Vine Program for FY 2016 (9-1-2015 to 8-31-2016)

Revenue acct #5-1283-334-10-200-005-6-000 "Texas Vine Program Revenue".

Attachments

Appriss renewal
OAG FY 16 contract
Appropriation
Memo to the Auditor office COR
OAG email reference

cor

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	09/04/2015 01:41 PM
Budget & Management	Veronica Ortiz	09/04/2015 04:27 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Manuel Chapa		Started On: 08/26/2015 09:53 AM
Final Approval Date: 09/11/2015		

Exhibit R-12 Maintenance Renewal
Automated Victim Notification Services
Hidalgo County

Category: Pilot - Large

Subject to the terms and conditions included in the Agreement, this **Exhibit R-12 Schedule of Payments shall describe the amount due to Appriss which will be paid quarterly by the Office of the Attorney General to Appriss on the County's behalf as described in 4.3.5 of the Grant Contrac**t.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2016.

Jail Maintenance Amount	District Court Maintenance Amount	County Court Maintenance Amount	Annual Maintenance Amount (12 Months)	Quarterly Maintenance Amount (4 Quarters)	# of Months Through 8/31/16	Total Maintenance Amount Due
$ 23,765.16	**$3,950.16**	**N/A**	**$27,715.32**	**$6,928.83**	**12 Months**	**$27,715.32**

Maintenance Amount as indicated above does not include "3rd Party Vendor Fees" [1] include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3rd Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.

R-12 Service Agreement Renewal Notice

Appriss
10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8433 800-816-0491
www.appriss.com

DATE:	**July 22, 2015**
CUSTOMER NAME:	**Hidalgo County**
LOCATION:	**P.O. Box 1356 Edinburg TX 78539**
PROJECT TYPE:	**Hidalgo County VINE Service**
ORIGINAL SERVICE AGREEMENT DATE:	**September 27, 2004**
SERVICE AGREEMENT RENEWAL DATE:	**September 1, 2015**
SERVICE AGREEMENT RENEWAL TERM:	**12 Months**
NEXT SERVICE AGREEMENT RENEWAL DATE:	**August 31, 2016**

PROJECT PRICING: $ 27,715.32 (Quarterly Amount $6,928.83)
This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal. The data transmitted will be used for victim notification, and may be used in applications for law enforcement, government, security, risk management, and fraud detection purposes.

Contract Changes: None

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-12 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:

Thomas R Seigle

Signature **7/23/2015** **Date**

Thomas R. Seigle
President

CUSTOMER BY:

_____
Signature **Date**

_____
Title **Name**

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY

OAG Contract No. 1659895

This contract is executed between the Office of the Attorney General (OAG) and Hidalgo County (GRANTEE) for certain grant funds. The Office of the Attorney General and Hidalgo County may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG makes grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2013 to August 31, 2015. The OAG exercised its option and extended the term until August 31, 2017. The Vendor Certification includes the offer to perform the "Requested Scope of Services – Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification" as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas..

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2015 and shall terminate August 31, 2016, unless it is terminated earlier in accordance with another provision of this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that

are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendors performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendors performances.

3.5 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that

GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract. To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by the Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to

such records and other information.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES - GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds are paid on a cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain

services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2016, GRANTEE will submit fiscal year end required reports.

a. Record of Reimbursement. GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.

b. Equipment Inventory Report. GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit B (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. Unless, otherwise noted on Exhibit B (Special Conditions), GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR 200 titled Uniform Administrative Requirement (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. <u>THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:</u>

a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.

b. The Certified Vendor will send its "Service Agreement Renewal Notice" (or other similar document) and invoice (either annually or quarterly which detail the amount due for each quarter) to GRANTEE by September 1, 2015. The Certified Vendor will notify the OAG within 20 days of the notices being sent that they were sent.

c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the 5th of

the next month following the end of each quarter. The quarters for FY2016 end on November 30, February 29, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

f. The OAG will process and forward payments to the Certified Vendor each quarter during FY2016 for invoices received from the GRANTEE that include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the 5th day of the month following the end of the quarter, as defined above. The payment will be generated no later than the 30th day after the 5th day of the month following the end of the quarter, as defined above. If an invoice is submitted after the 5th day of the month following the end of the quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the 10th day of the next month following the end of each quarter.

g. If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5 (f).

h. If GRANTEE does not submit the required invoice and verification to the OAG within 45 days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.6 Close Out Invoice GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the

overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request, however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain , repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Payment of Authorized Costs. In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any

act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract if first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program, are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract.

6.5 Notices to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract. This includes but is not limited to any daily activity reports, ime distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting meansures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports, Notices and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports, Notices and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, CFR 200 Super Circular, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable CFR 200 Super Circular, return of grant funds in the event of loss or misuse, and conflict of interest

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or

presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE OR GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act

or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR, GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any

subcontracting or assignment.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

11.12 Special Conditions. Exhibit B is attached and incorporated herein, and applicable to this contract. If any Special Conditions are imposed by the OAG, those provisions will be reflected on the attached Exhibit B.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL	**HIDALGO COUNTY**
_____	_____
Printed Name: _____	Printed Name: _____
Office of the Attorney General	Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY

OAG Contract No. 1659895

EXHIBIT A

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	$23,765.16	$3,950.16	12	$27,715.32

AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRCT TO THE CERTIFIED VENDOR.

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY

OAG Contract No. 1659895

EXHIBIT B

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

DATE: August 26, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt. for IT (1283)

AI# 51068

ACCOUNT NUMBER: 5-1283-415-00-200-005-6-336

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

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
5-1283-415-00-200-005-6-336	TEXAS VINE PROGRAM - COMPUTER SERVICES	27,715.32
5-1283-334-10-200-005-6-000	TEXAS VINE PROGRAM REVENUE	27,715.32
	TOTAL BUDGET INCREASE (DECREASE)	$ 27,715.32

REASON: Budget Amendment to appropriate funds from the Texas Vine Annual Maintenance Grant contract, fiscal year 2016 (Sept. 1, 2015 - Aug. 31, 2016).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY texas
Department of
Budget & Management
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025
Fax: (956) 292-7034
www.co.hidalgo.tx.us

Memorandum

To: **Ray Eufracio, CPA, County Auditor**

From: **Sergio Cruz, Budget Officer** SC

Date: **Friday, September 4, 2015**

Subject: **FY 2016 Vine Grant - Certification of Revenues**

Cc: **Linda Fong, 1st Assistant County Auditor**
Becky Luna, Director of Accounting

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to FY 2016 Vine grant contract.

The total amount requested is $27,715.32.

The Agenda Item to approve the Certification of Revenues and appropriation is AI# 51068 9/15/15.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

From: "Grants" <grants@texasattorneygeneral.gov>
To: "renan.ramirez@co.hidalgo.tx.us" <renan.ramirez@co.hidalgo.tx.us>, "ramon.garcia@co.hidalgo.tx.us" <ramon.garcia@co.hidalgo.tx.us>, "yolanda.chapa@co.hidalgo.tx.us" <yolanda.chapa@co.hidalgo.tx.us>, "manuel.chapa@co.hidalgo.tx.us" <manuel.chapa@co.hidalgo.tx.us>
Sent: Thursday, September 3, 2015 12:22:45 PM
Subject: FY16 SAVNS Maintenance Contract - #1659895 Hidalgo County

Dear SAVNS Grantee,

Congratulations! Attached is your grant contract for the Statewide Automated Victim Notification Service (SAVNS) for the Fiscal Year (FY) 2016 (September 1, 2015 - August 31, 2016).

Please note the following:

- This email correspondence is being sent to the Grant Contact and Authorized Official of record with the Office of the Attorney General (OAG). If you are no longer the person in your organization to receive this information, please forward as appropriate and update your organization's information with the OAG.

- Your grant contract is for one year (FY 2016) and includes your award amount listed on Exhibit A.

- For payment processing, the OAG will pay the Certified Vendor directly, on a quarterly basis for any reimbursement due to the Grantee under the implemented contract.

- Please read Section(s) 4.3.5 – 4.3.6 of the attached FY 2016 SAVNS Maintenance Contract regarding the aforementioned SAVNS payment process.

- If you wish to accept the award, you must print one (1) copy. The Authorized Official must sign and return the grant contract by Wednesday, September 30, 2015 via **email**: grants@texasattorneygeneral.gov

- Chris Gersbach will continue to be your Grant Manager, and will be your contact with our office on all matters regarding your grant.

Thank you for the work that you do on behalf of victims of crime in the state of Texas.

Sincerely,

Contracts and Asset Management Division

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

September 15, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

> The county auditor shall certify to the commissioners' court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that particular fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Office of the Attorney General of Texas (OAG). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$27,715.32	Texas Vine Program: OAG Contract No. 1659895

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/15/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-51068 **Budget and Management 41. 0.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Discussion, consideration and action to enter into The Texas VINE Annual Maintenance Grant Contract - fiscal year 2016 with the Office of the Attorney General of Texas and authorization for County Judge to sign the required documents.
2. Approval of Certification of Revenues as certified by the County Auditor for the Texas VINE Annual Maintenance Grant.
3. Approval of appropriation of funds for the Texas VINE Program in the amount of $27,715.32.
4. Discussion, consideration and action to enter into a Service Agreement Renewal between Appriss and Hidalgo County for the period of September 1, 2015 to August 31, 2016 in the amount of $27,715.32 and authorization for County Judge to sign the required documents.

BACKGROUND

OAG Contract No. 1659895

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1283-415-00-200-005-6-336

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $27,715.32 for the Texas Vine Program for FY 2016 (9-1-2015 to 8-31-2016)

Revenue acct #5-1283-334-10-200-005-6-000 "Texas Vine Program Revenue".

Attachments

Appriss renewal

OAG FY 16 contract

Appropriation

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)		
Budget & Management		

HIDALGO COUNTY
texas
Department of
Budget & Management
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025
Fax: (956) 292-7034
www.co.hidalgo.tx.us

Memorandum

To: **Ray Eufracio, CPA, County Auditor**

From: **Sergio Cruz, Budget Officer** SC

Date: **Friday, September 4, 2015**

Subject: **FY 2016 Vine Grant - Certification of Revenues**

Cc: **Linda Fong, 1st Assistant County Auditor**
Becky Luna, Director of Accounting

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to FY 2016 Vine grant contract.

The total amount requested is $27,715.32.

The Agenda Item to approve the Certification of Revenues and appropriation is AI# 51068 9/15/15.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY

OAG Contract No. 1659895

This contract is executed between the Office of the Attorney General (OAG) and Hidalgo County (GRANTEE) for certain grant funds. The Office of the Attorney General and Hidalgo County may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG makes grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2013 to August 31, 2015. The OAG exercised its option and extended the term until August 31, 2017. The Vendor Certification includes the offer to perform the "Requested Scope of Services – Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification" as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas..

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2015 and shall terminate August 31, 2016, unless it is terminated earlier in accordance with another provision of this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that

are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendors performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendors performances.

3.5 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that

GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract. To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by the Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to

such records and other information.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES - GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds are paid on a cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain

services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2016, GRANTEE will submit fiscal year end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit B (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. Unless, otherwise noted on Exhibit B (Special Conditions), GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR 200 titled Uniform Administrative Requirement (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:

a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.

b. The Certified Vendor will send its "Service Agreement Renewal Notice" (or other similar document) and invoice (either annually or quarterly which detail the amount due for each quarter) to GRANTEE by September 1, 2015. The Certified Vendor will notify the OAG within 20 days of the notices being sent that they were sent.

c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the 5th of

the next month following the end of each quarter. The quarters for FY2016 end on November 30, February 29, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

f. The OAG will process and forward payments to the Certified Vendor each quarter during FY2016 for invoices received from the GRANTEE that include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the 5th day of the month following the end of the quarter, as defined above. The payment will be generated no later than the 30th day after the 5th day of the month following the end of the quarter, as defined above. If an invoice is submitted after the 5th day of the month following the end of the quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the 10th day of the next month following the end of each quarter.

g. If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5 (f).

h. If GRANTEE does not submit the required invoice and verification to the OAG within 45 days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.6 Close Out Invoice GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the

overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request, however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain , repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Payment of Authorized Costs. In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any

act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract if first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program, are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract.

6.5 Notices to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract. This includes but is not limited to any daily activity reports, ime distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting meansures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports, Notices and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports, Notices and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, CFR 200 Super Circular, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable CFR 200 Super Circular, return of grant funds in the event of loss or misuse, and conflict of interest

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or

presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE OR GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act

or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR, GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any

subcontracting or assignment.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

11.12 Special Conditions. Exhibit B is attached and incorporated herein, and applicable to this contract. If any Special Conditions are imposed by the OAG, those provisions will be reflected on the attached Exhibit B.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL	**HIDALGO COUNTY**
_____	_____
Printed Name: _____ Office of the Attorney General	Printed Name: _____ Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY

OAG Contract No. 1659895

EXHIBIT A

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	$23,765.16	$3,950.16	12	$27,715.32

AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRCT TO THE CERTIFIED VENDOR.

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY

OAG Contract No. 1659895

EXHIBIT B

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

R-12 Service Agreement Renewal Notice

DATE:	July 22, 2015
CUSTOMER NAME:	Hidalgo County
LOCATION:	P.O. Box 1356 Edinburg TX 78539
PROJECT TYPE:	Hidalgo County VINE Service
ORIGINAL SERVICE AGREEMENT DATE:	September 27, 2004
SERVICE AGREEMENT RENEWAL DATE:	September 1, 2015
SERVICE AGREEMENT RENEWAL TERM:	12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE:	August 31, 2016

PROJECT PRICING: $ 27,715.32 (Quarterly Amount $6,928.83)
This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal. The data transmitted will be used for victim notification, and may be used in applications for law enforcement, government, security, risk management, and fraud detection purposes.

Contract Changes: None

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-12 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:

Thomas R Seigle

Signature _____ Date 7/23/2015

Thomas R. Seigle
President

CUSTOMER BY:

_____
Signature Date

_____
Title Name

Exhibit R-12 Maintenance Renewal
Automated Victim Notification Services
Hidalgo County

Category: Pilot - Large

Subject to the terms and conditions included in the Agreement, this **Exhibit R-12 Schedule of Payments shall describe the amount due to Appriss which will be paid quarterly by the Office of the Attorney General to Appriss on the County's behalf as described in 4.3.5 of the Grant Contract.**

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2016.

Jail Maintenance Amount	District Court Maintenance Amount	County Court Maintenance Amount	Annual Maintenance Amount (12 Months)	Quarterly Maintenance Amount (4 Quarters)	# of Months Through 8/31/16	Total Maintenance Amount Due
$ 23,765.16	$3,950.16	N/A	$27,715.32	$6,928.83	12 Months	$27,715.32

Maintenance Amount as indicated above does not include "3rd Party Vendor Fees" [1] include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3rd Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.

DATE: August 26, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt. for IT (1283)

AI# 51068

ACCOUNT NUMBER: 5-1283-415-00-200-005-6-336

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

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
5-1283-415-00-200-005-6-336	TEXAS VINE PROGRAM - COMPUTER SERVICES	27,715.32
5-1283-334-10-200-005-6-000	TEXAS VINE PROGRAM REVENUE	27,715.32
TOTAL BUDGET INCREASE (DECREASE)		$ 27,715.32

REASON: Budget Amendment to appropriate funds from the Texas Vine Annual Maintenance Grant contract, fiscal year 2016 (Sept. 1, 2015 - Aug. 31, 2016).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

From: "Grants" <grants@texasattorneygeneral.gov>
To: "renan.ramirez@co.hidalgo.tx.us" <renan.ramirez@co.hidalgo.tx.us>, "ramon.garcia@co.hidalgo.tx.us" <ramon.garcia@co.hidalgo.tx.us>, "yolanda.chapa@co.hidalgo.tx.us" <yolanda.chapa@co.hidalgo.tx.us>, "manuel.chapa@co.hidalgo.tx.us" <manuel.chapa@co.hidalgo.tx.us>
Sent: Thursday, September 3, 2015 12:22:45 PM
Subject: FY16 SAVNS Maintenance Contract - #1659895 Hidalgo County

Dear SAVNS Grantee,

Congratulations! Attached is your grant contract for the Statewide Automated Victim Notification Service (SAVNS) for the Fiscal Year (FY) 2016 (September 1, 2015 - August 31, 2016).

Please note the following:

- This email correspondence is being sent to the Grant Contact and Authorized Official of record with the Office of the Attorney General (OAG). If you are no longer the person in your organization to receive this information, please forward as appropriate and update your organization's information with the OAG.

- Your grant contract is for one year (FY 2016) and includes your award amount listed on Exhibit A.

- For payment processing, the OAG will pay the Certified Vendor directly, on a quarterly basis for any reimbursement due to the Grantee under the implemented contract.

- Please read Section(s) 4.3.5 – 4.3.6 of the attached FY 2016 SAVNS Maintenance Contract regarding the aforementioned SAVNS payment process.

- If you wish to accept the award, you must print one (1) copy. The Authorized Official must sign and return the grant contract by Wednesday, September 30, 2015 via **email**: grants@texasattorneygeneral.gov

- Chris Gersbach will continue to be your Grant Manager, and will be your contact with our office on all matters regarding your grant.

Thank you for the work that you do on behalf of victims of crime in the state of Texas.

Sincerely,

Contracts and Asset Management Division

AI-51240 **Budget and Management** **21. F.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Dina Trevino, BUDGET & MANAGEMENT

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting approval to complete and submit credit application to Matheson Tri-Gas, Inc. in order to purchase Welding supplies and other misc. items from vendor with authority for County Judge to sign credit application.

BACKGROUND

Various County departments
Reference: AI# 50442

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:**

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

BUDGETARY IMPACT:

Approval of application for credit with Matheson...

Legal review of application has been requested.

Purchasing will send it to vendor based on legal's comments.

Attachments

Credit application
legal email
SIGNED APP

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	09/11/2015 02:01 PM
Budget & Management	Debbie Tamez	09/11/2015 03:11 PM

Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Manuel Chapa		Started On: 09/04/2015 10:41 AM
Final Approval Date: 09/11/2015		

MATHESON
ask. . .The Gas Professionals™

CREDIT APPLICATION AND AGREEMENT

Please return to:
Matheson Tri-Gas, Inc.
Address
City, State Zip
FAX
Email

CUSTOMER BILLING CONTACT INFORMATION

Applicant's Full Name or Corp Name (As filed with the Secretary of State): Hidalgo County			
Attention:			
Billing Address: 2818 South Business Highway 281		City: Edinburg	
County: Hidalgo	State: Tx	Country: USA	ZIP/Country Code: 78539
Billing Phone #: 956-292-7025	Billing Fax: 956-292-7035	Billing Email: sergio.cruz@co.hidalgo.tx.us	
Website address: http://tx-hidalgocounty.civicplus.com/		Requested Credit Limit:	
Invoices will be paid by: ☒ Applicant ☐ Other If other, provide complete name, address, & phone # below:			
What payment method do you anticipate paying with ☒ Check ☐ ACH ☐ EFT ☐ Credit Card ☐ Cash / Money Order			
For payment questions call: Elizabeth Cano	Title: Accounts Payable Sup	Phone #: 956-318-2511	Ext: 4628
How would you like to receive your invoices/statements ☐ Email ☐ Fax ☐ EDI ☐ Mailed ($3 fee / per invoice for mailing)			
If Email/ Fax, please provide the email/fax # you'd like them to go to if different from billing information above:			
Are Purchase Order Numbers (PO#'s) required? ☒ Yes ☐ No If yes, do you use ☐ Blanket PO# or ☐ Single Order PO# ☐ Both			

CUSTOMER SHIPPING CONTACT INFORMATION

Shipping Name (DBA): Various County Departments			
Job #/Room #/Bldg. #:			
Shipping Street Address:		City:	
County:	State:	Country:	ZIP/Country Code:
Shipping Contact:	Title:		
Phone #:	Shipping Fax:	Shipping Contact Email:	

CUSTOMER AND CREDIT INFORMATION

How long has your company been in business under the current name?		Type of Business: Local Government Entity	
Dun & Bradstreet # (if known): 103110834			
Previous Name or DBA and address:			
Type of business: ☐ Sole proprietorship ☐ Partnership ☐ Corporation ☒ Other: Local Government			Date business started:
If Corporation Date Incorporated:	State of Incorporation:		
Medical License #: N/A	Expiration Date: N/A		
Federal Tax ID #: 74-6000717	Is your company tax exempt: ☒ Yes ☐ No If Tax Exempt, include a copy of your exemption certificate		
Has your company ever filed Bankruptcy? ☐ Yes ☒ No If yes, when, where, and what is the status of the case?			
If your company is currently being managed or undergoing the supervision of a trustee (court appointed or bankruptcy), Indicate the name, address, and phone # of the trustee:			
Bank Name: Lone Star National Bank	Account #: Various		Phone #: 956-984-2991

INDIVIDUAL/SOLE PROPRIETOR INFORMATION

Driver's License #: N/A	State:	Social Security #:
Employer:		How long employed:
Employer Address:		Employer Phone #:
Local Contact (Relative or friend not at same address) Name:		Relationship:
Address:		Phone:

BUSINESS/TRADE REFERENCES

Company name:	Phone:
Address:	Fax:
City, State ZIP Code:	Account #:
Type of account:	Contact Person:
Company name:	Phone:
Address:	Fax:
City, State ZIP Code:	Account #:
Type of account:	Contact Person:
Company name:	Phone:
Address:	Fax:
City, State ZIP Code:	Account #:
Type of account:	Contact Person:

RESIDENTIAL PROPANE CUSTOMERS

☐ Own Home ☐ Rent Home Mortgage Holder/Landlord Name:

Current heating fuel:	Estimated Annual Usage:	Tank Size Required:

What propane appliances do you currently have or expect to install?

☐ Central Heat ☐ Space Heater ☐ Cook Stove ☐ Water Heater ☐ Clothes Dryer ☐ Other (List):

Residential Propane: We are a supplier of propane. We do have a Budget Payment Program. The Budget Program is a perpetual program where your monthly payment is calculated on your expected propane needs for the upcoming propane season. This monthly amount may be adjusted throughout the season depending on your actual usage and the prevailing price of propane. The starting month is normally July. However, if a later start is accepted, your monthly payment will be higher during the first year to account for the missed months after July. It will then be re-adjusted for the next propane season. Ask your propane representative for more details.

The undersigned hereby acknowledges that this application is submitted for the purpose of obtaining credit. The undersigned hereby represents that the foregoing statements are true, correct, and complete. I also represent that I am authorized to provide this information and enter into this credit agreement with Matheson Tri-Gas, Inc. The holder of this application is authorized to verify or authorize others to verify all information, and I agree to notify your company or subsidiaries of any material change of facts within 30 days of such change. This credit agreement shall remain the property of Matheson Tri-Gas, Inc. or its assigns.

The following section must be signed by the customer for credit to be granted.

I agree to pay all invoices within agreed payment terms, and that all invoices will be considered past due after payment terms expire. If any invoices are not paid within terms of the invoice, I agree to pay Matheson Tri-Gas, Inc. all unpaid past due invoice balances with INTEREST thereon at the RATE OF INTEREST NOT TO EXCEED 1.5% PER MONTH on the overdue balance. If the invoice is not paid on demand, I agree to pay your reasonable attorney fees, court costs, and collection expenses, and agree that New Jersey law will govern any dispute. I also agree that any lawsuits regarding this debt will be filed in the county of Matheson Tri-Gas, Inc.'s choice in New Jersey and I will accept service of any papers filed

by Matheson Tri-Gas, Inc. to collect this debt from me.

ATTENTION ALL APPLICANTS:

YOU HEREBY AUTHORIZE MATHESON TRI-GAS, INC. ("MTG") TO INVESTIGATE YOUR FINANCIAL RESPONSIBILITY AND CREDIT WORTHINESS, INCLUDING OBTAINING CREDIT BUREAU REPORTS AND MAKING OTHER CREDIT INQUIRIES THAT MTG DEEMS NECESSARY. UPON YOUR WRITTEN REQUEST, MTG WILL INFORM YOU WHETHER MTG HAS OBTAINED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER REPORTING AGENCY THAT FURNISHED THE REPORT. YOU ACKNOWLEDGE AND AUTHORIZE THAT, WITHOUT FURTHER NOTICE, MTG MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE MTG'S INFORMATION SO LONG AS YOUR OBLIGATIONS TO MTG ARE ONGOING.

SIGNATURES	
Signature	Printed Signature
Title: Hidalgo County Judge	Date:

OFFICE USE ONLY			
Approved ☐ Yes ☐ No Date:	If not approved, then reason:		
Credit Limit Approval Amount:	Terms:	New Account #:	
Store Manager:		(.00 or less)	
Director of Acct/FIN:		(.01 [IRVING] – ,000)	
VP. Bulk/Packaged Products:		(,000 +)	
Salesman 1 Name:	Number:	Salesman 2 Name:	Number:
Salesman 3 Name:	Number:	Territory/Branch:	
NAICS (SIC) CODE 1:	NAICS (SIC) CODE 2:	Credit Rep Name:	

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Friday, September 11, 2015 9:08 AM
To: 'Manuel Chapa'; 'victor garza'
Cc: 'Dina Trevino'; 'sergio cruz'; 'Rey Salazar'; 'Evangelina Garcia'
Subject: RE: AI# 51240 legal approval

Manuel,
There are a couple of concerns with the language highlighted in the attached credit app which would have the County agree to the following: 1) payment terms and penalties that may not be allowed by or be consistent with state law governing Counties; 2) New Jersey law govern any potential dispute; and 3) any suit filed would be filed in their choice of venue and we unconditionally accept service of any papers filed. For that reason, I would recommend asking the vendor to allow the County to include the following language at the outset of the paragraph, "To the extent permitted under the Constitution and laws of the State of Texas".

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

MATHESON

ask. . .The Gas Professionals™

CREDIT APPLICATION AND AGREEMENT

Please return to:
Matheson Tri-Gas, Inc.
1801 W BUSINESS 77
SAN BENITO, TEXAS 78586
FAX: 956-399-6045
Email:rrivera@mathesongas.com

CUSTOMER BILLING CONTACT INFORMATION

Applicant's Full Name or Corp Name (As filed with the Secretary of State): Hidalgo County				
Attention:				
Billing Address: 2818 South Business Highway 281				
City: Edinburg	County: Hidalgo	State: Tx	Country: USA	ZIP/Country Code: 78539
Billing Phone #: 956-292-7025	Billing Fax: 956-292-7035	Billing Email: sergio.cruz@co.hidalgo.tx.us		
Website address: http://tx-hidalgocounty.civicplus.com/	Requested Credit Limit:			
Invoices will be paid by: ☑ Applicant ☐ Other If other, provide complete name, address, & phone # below:				
What payment method do you anticipate paying with ☑ Check ☐ ACH ☐ EFT ☐ Credit Card ☐ Cash / Money Order				
For payment questions call: Hidalgo County Auditor's A/P	Title:	Phone #: 956-318-2511	Ext:	
How would you like to receive your invoices/statements ☐ Email ☐ Fax ☐ EDI ☐ Mailed ($3 fee / per invoice for mailing)				
If Email/ Fax, please provide the email/fax # you'd like them to go to if different from billing information above:				
Are Purchase Order Numbers (PO#'s) required? ☑ Yes ☐ No If yes, do you use ☐ Blanket PO# or ☑ Single Order PO# ☐ Both				

CUSTOMER SHIPPING CONTACT INFORMATION

Shipping Name (DBA): Various County Departments- Contact various Departments				
Job #/Room #/Bldg. #:				
Shipping Street Address: see above				
City:	County:	State:	Country:	ZIP/Country Code:
Shipping Contact:	Title:			
Phone #:	Shipping Fax:	Shipping Contact Email:		

CUSTOMER AND CREDIT INFORMATION

How long has your company been in business under the current name?	Type of Business: Local Government Entity			
Dun & Bradstreet # (if known):				
Previous Name or DBA and address:				
Type of business: ☐ Sole proprietorship ☐ Partnership ☐ Corporation ☑ Other Local Government	Date business started:			
If Corporation Date Incorporated:	State of Incorporation:			
Medical License #: N/A	Expiration Date: N/A			
Federal Tax ID #: 74-6000717	Is your company tax exempt: ☑ Yes ☐ No If Tax Exempt, include a copy of your exemption certificate			
Has your company ever filed Bankruptcy? ☐ Yes ☑ No If yes, when, where, and what is the status of the case?				
If your company is currently being managed or undergoing the supervision of a trustee (court appointed or bankruptcy), Indicate the name, address, and phone # of the trustee.				
Bank Name: Lone Star National Bank	Account #: Various	Phone #: 956-984-2991		

INDIVIDUAL/SOLE PROPRIETOR INFORMATION		
Driver's License #: N/A	State:	Social Security #:
Employer:		How long employed:
Employer Address:		Employer Phone #:
Local Contact (Relative or friend not at same address) Name:		Relationship:
Address:		Phone:

BUSINESS/TRADE REFERENCES	
Company name:	Phone:
Address:	Fax:
City, State ZIP Code:	Account #:
Type of account:	Contact Person:
Company name:	Phone:
Address:	Fax:
City, State ZIP Code:	Account #:
Type of account:	Contact Person:
Company name:	Phone:
Address:	Fax:
City, State ZIP Code:	Account #:
of account:	Contact Person:

RESIDENTIAL PROPANE CUSTOMERS		
☐ Own Home ☐ Rent Home Mortgage Holder/Landlord Name:		
Current heating fuel:	Estimated Annual Usage:	Tank Size Required:
What propane appliances do you currently have or expect to install? ☐ Central Heat ☐ Space Heater ☐ Cook Stove ☐ Water Heater ☐ Clothes Dryer ☐ Other (List)		

Residential Propane: We are a supplier of propane. We do have a Budget Payment Program. The Budget Program is a perpetual program where your monthly payment is calculated on your expected propane needs for the upcoming propane season. This monthly amount may be adjusted throughout the season depending on your actual usage and the prevailing price of propane. The starting month is normally July. However, if a later start is accepted, your monthly payment will be higher during the first year to account for the missed months after July. It will then be re-adjusted for the next propane season. Ask your propane representative for more details.

The undersigned hereby acknowledges that this application is submitted for the purpose of obtaining credit. The undersigned hereby represents that the foregoing statements are true, correct, and complete. I also represent that I am authorized to provide this information and enter into this credit agreement with Matheson Tri-Gas, Inc. The holder of this application is authorized to verify or authorize others to verify all information, and I agree to notify your company or subsidiaries of any material change of facts within 30 days of such change. This credit agreement shall remain the property of Matheson Tri-Gas, Inc. or its assigns.

The following section must be signed by the customer for credit to be granted.

I agree to pay all invoices within agreed payment terms, and that all invoices will be considered past due after payment terms expire. If any invoices are not paid within terms of the invoice, I agree to pay Matheson Tri-Gas, Inc. all unpaid past due invoice balances with INTEREST thereon at the RATE OF INTEREST NOT TO EXCEED 1.5% PER MONTH on the overdue balance. If the invoice is not paid on demand, I agree to pay your reasonable attorney fees, court costs, and collection expenses, to the extent permitted under the Constitution and laws of Texas. I also agree that any lawsuits regarding this debt will be filed in the county of Matheson Tri-Gas, Inc.'s choice and I will accept service of any papers filed by Matheson Tri-Gas, Inc. to collect this debt from me.

ATTENTION ALL APPLICANTS:

YOU HEREBY AUTHORIZE MATHESON TRI-GAS, INC. ("MTG") TO INVESTIGATE YOUR FINANCIAL RESPONSIBILITY AND CREDIT WORTHINESS, INCLUDING OBTAINING CREDIT BUREAU REPORTS AND MAKING OTHER CREDIT INQUIRIES THAT MTG DEEMS NECESSARY. UPON YOUR WRITTEN REQUEST, MTG WILL INFORM YOU WHETHER MTG HAS OBTAINED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER REPORTING AGENCY THAT FURNISHED THE REPORT. YOU ACKNOWLEDGE AND AUTHORIZE THAT, WITHOUT FURTHER NOTICE, MTG MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE MTG'S INFORMATION SO LONG AS YOUR OBLIGATIONS TO MTG ARE ONGOING.

SIGNATURES	
Signature Ramon Garcia	Printed Signature Ramon Garcia
Title Hidalgo County Judge	Date 9/15/15

OFFICE USE ONLY			
Approved ☐ Yes ☐ No Date:	If not approved, then reason:		
Credit Limit Approval Amount:		Terms:	New Account #:
Store Manager:			(.00 or less)
Director of Acct/FIN:			(.01 [IRVING] – ,000)
VP. Bulk/Packaged Products:			(,000 +)
Salesman 1 Name:	Number:	Salesman 2 Name:	Number:
Salesman 3 Name:	Number:	Territory/Branch:	
NAICS (SIC) CODE 1:	NAICS (SIC) CODE 2:	Credit Rep Name:	

APPROVED BY COMMISSIONERS COURT ON 9/15/15 gmb

AI-51255 **Budget and Management** **21. G.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

FY 2015 JAG Grant (1282):
1. Approval to accept the FY 15 Edward Byrne Memorial Justice Assistance Grant award (JAG) in the amount of $37,085.00.
2. Approval of Certification of Revenues by the County Auditor for the FY 15 Edward Byrne Memorial Justice Assistance Grant award (JAG).
3. Approval of 2015 appropriation of funds for the FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $37,085.00 (1282).
4. Approval of Salary Schedule.

BACKGROUND

FY 15 Jag funds will cover salaries, fringe benefits, and other allowances (Court Coordinator - Auxiliary Court) for approximately 6.9 months (Sept. 2015 - Feb. 2016).

The award should be signed by the authorized grantee official (County Judge). The authorized grantee official should also initial each page of Special Conditions (bottom right corner). Both the Award document and special conditions should be sent to the Office of Justice Programs Control Desk via email (acceptance@usdoj.gov) or by fax to 202-354-4081 or 866-388-3055.

Award# 2015-DJ-BX-0610 Grant Period 10/1/14 thru 9/30/18

Reference:
AI#50114 6-23-15 To apply for grant &
Public Hearing & Discussion... on Program application, strategies, narratives etc.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 5-1282-412-00-115-047-8-XXX

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

County Fiscal/ Calendar year: 5
Grant Account Fiscal year: 8
Federal Fiscal Year: 2015

PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2018

BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2018

Appropriation of funds in the total amount of $37,085.00 for the FY 15 Jag Grant.

Revenue account--> 5-1282-331-11-115-047-8-000 Justice Assistance Grant - Revenue
No local cash match required.

Budgetary Impact: Health & Life Insurance expenditures will be reclassified to general fund.

Change of status forms to be sumitted for processing upon exhaustion of account fiscal year (7) grant funds.

Attachments

email award notice
Appropriation
Award documents
cor

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	09/10/2015 09:50 AM
Budget & Management	Debbie Tamez	09/11/2015 04:04 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Manuel Chapa		Started On: 09/04/2015 04:16 PM
Final Approval Date: 09/11/2015		

Original Message -----
From: donot-reply@ojp.usdoj.gov
To: "ramon garcia" <ramon.garcia@co.hidalgo.tx.us>, "manuel chapa" <manuel.chapa@co.hidalgo.tx.us>
Sent: Thursday, August 20, 2015 8:08:04 PM
Subject: GMS Award 2015-DJ-BX-0610

Congratulations. You have been awarded a grant by the Office of Justice Programs at the Department of Justice. Accepting your award is a two step process.

The first step is to designate a Financial Point of Contact (FPOC) for your award. To designate a FPOC please follow these steps:

1. Log into GMS.
2. Click the "Awards" link on the navigation bar on the left hand side.
3. Click the "View Award Instructions" link to the right of the award you want to accept.
4. A new page displays with this message near the top: "The FPOC designation must be submitted before the Award Package can be accessed." The page contains text boxes highlighted in light yellow to capture the FPOC registration information.
   a. If information for the FPOC of this award already exists in GMS, the first table entry will contain a box with the text "Available Financial Points of Contact." There is a box with a dropdown arrow to allow the selection of the FPOC. Select the name and click the "Load POC" box. GMS will populate the data entry fields with information from the user Profile. Click the button near the bottom of the page labeled "Submit."
   b. If the name of the FPOC is not one of the choices using the dropdown arrow, type the appropriate information in each of the fields. Fields with an asterisk (*) are required. Click the button near the bottom of the page labeled "Submit." The FPOC will receive an email requesting them to complete the FPOC registration.
5. Click "Yes" on the confirmation page.
6. You are allowed to assign more than one FPOC to each award. You are able to change the FPOC under the "Manage Users" link on the GMS home page.

NOTE: If you come to the Financial Point of Contact designation screen and the information in the fields are already grayed out and no "Submit" button is available, then the Financial Point of Contact has already been chosen. You will have to accept your award and await confirmation before you can change this designation. If, at that time, you need instructions on how to proceed, you can review the "Creating a Financial Point of Contact instructions" or contact the GMS Helpdesk for assistance.

The second step is to click on the "Award Document" link and download the award documents. If you choose to accept the award and ALL the special conditions, please:

1. Print the Award Document and Special Conditions.
2. Have the Award Document signed by the Authorized Grantee Official (Note: In Box 18 of the Award Document, the name and the title of the authorized grantee official are preprinted. The person named as the official in Box 18 should sign the Award Document in Box 19 and enter the signature date in Box 19A).

3. Have the Authorized Grantee Official initial the bottom right corner of each page listing any Special Conditions of the Award Document.

4. Return BOTH the Award Document and the Special Conditions pages to the Office of Justice Programs, Control Desk by email to acceptance@usdoj.gov or by fax to (toll free) 1-866-388-3055 or (local) 202-354-4081. Select only ONE of these submission options to avoid duplicate submissions.

If you choose not to accept the award, or if you do not agree with the terms/conditions of the award and would like to discuss options, then please contact your OJP program manager, Zephyr R Fraser at 2026160416.

If the Authorized Grantee Official named on the Award Document is no longer authorized to accept this award on behalf of your organization, do not alter the pre-printed name in box 18. Please go to the Grant Adjustment Notice (GAN) link and request an adjustment to the name of the authorized official. This GAN must be approved before you can accept the award. Once the GAN to change the name of the authorizing official has been approved, you should:

1. Print the approved GAN;
2. Print the original award document;
3. Have the new approving official sign the acceptance next to the former official's name and initial the special conditions page(s);
4. Email or fax the signed acceptance, special conditions, and the approved GAN to the Control Desk as noted above in #4;

If you have programmatic questions, contact Zephyr R Fraser at 2026160416. For financial questions, contact OCFO Customer Service at 1-800-458-0786. For questions about retrieving or printing these documents, designating a Financial Point of Contact, or creating a Grant Adjustment, please contact the GMS Help Desk at 1-888-549-9901 option #3 or email them at gms.helpdesk@usdoj.gov.

Web link to GMS: https://grants.ojp.usdoj.gov

Please follow these links to access important OJP instructions:

Creating a financial point of contact instructions:
http://www.ojp.usdoj.gov/funding/pdfs/fsr_user_manual.pdf

Post Award Instructions: http://www.ojp.usdoj.gov/funding/pdfs/post_award_instructions.pdf

OJP Financial Guide: http://www.ojp.usdoj.gov/financialguide/

Please do not reply to this message. You can contact your program manager Zephyr R Fraser at 2026160416.

DATE: September 4, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept of Budget & Mgmt for Auxiliary Court - FY 15 Justice Assitance Grant (JAG) - (1282)

ACCOUNT NUMBER: 5-1282-412-00-115-047-8-XXX (Jag Grant

Contact Person: Manuel Chapa **Ph#** (956) 292-7025 ext. 5760

2015
Transfer

AI# 51255

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
5-1282-412-00-115-047-8-113	JAG-Salaries - F/T Employees	31,177.00
5-1282-412-00-115-047-8-115	JAG-Longevity Pay	523.00
5-1282-412-00-115-047-8-220	JAG-FICA	2,160.00
5-1282-412-00-115-047-8-230	JAG-Retirement	3,001.00
5-1282-412-00-115-047-8-250	JAG-Unemployment Compensation	169.00
5-1282-412-00-115-047-8-260	JAG-Worker's Compensation	55.00
	TOTAL APPROPRIATION	**37,085.00**
5-1282-331-11-115-047-8-000	Justice Assistance Grant - Revenue	37,085.00
	TOTAL REVENUE	**37,085.00**
	TOTAL BUDGET INCREASE (DECREASE)	**37,085.00**

REASON: To appropriate the FY 2015 Edward Byrne Justice Assistance Grant (JAG) Program award. Health and life insurance expenditures will be reclassified to general fund.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 20, 2015

The Honorable Ramon Garcia
Hidalgo County
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548

Dear Judge Garcia:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of $37,085 for Hidalgo County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Zephyr R. Fraser, Program Manager at (202) 616-0416; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Director

Enclosures

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

August 20, 2015

The Honorable Ramon Garcia
Hidalgo County
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548

Dear Judge Garcia:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Hidalgo County
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548

4. AWARD NUMBER: 2015-DJ-BX-0610

5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2018

BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2018

6. AWARD DATE 08/20/2015

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
746000717

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
103110834

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
FY 15 JAG Program

10. AMOUNT OF THIS AWARD $ 37,085

11. TOTAL AWARD $ 37,085

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Denise O'Donnell
Director

17. SIGNATURE OF APPROVING OFFICIAL

Denise O'Donnell

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Ramon Garcia
Judge

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		37085

21. PDJUGT0267

PROJECT NUMBER 2015-DJ-BX-0610 AWARD DATE 08/20/2015

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

   If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

   Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

   For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").

3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.

4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

PROJECT NUMBER 2015-DJ-BX-0610 AWARD DATE 08/20/2015

SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of)such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

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10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

SPECIAL CONDITIONS

19. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

20. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

21. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."

22. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

23. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

24. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

SPECIAL CONDITIONS

25. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

26. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

27. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

28. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

29. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

30. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

31. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently $150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.

SPECIAL CONDITIONS

32. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

33. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

34. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

35. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

36. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

37. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

38. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

39. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

40. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.

SPECIAL CONDITIONS

41. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

    The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
    a. New construction;
    b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
    c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
    d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
    e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

    The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

    Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

42. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at https://www.bja.gov/Login.aspx to access the Success Story Submission form. If you do not yet have a My BJA account, please register at https://www.bja.gov/profile.aspx. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at https://www.bja.gov/SuccessStoryList.aspx.

43. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf.

44. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf

SPECIAL CONDITIONS

45. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf

46. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

47. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.

48. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Hidalgo County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see http://www.ojp.usdoj.gov/BJA/resource/nepa.html.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2015-DJ-BX-0610

This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Zephyr R. Fraser
(202) 616-0416

2. PROJECT DIRECTOR (Name, address & telephone number)

Manuel Chapa
Planning Analyst
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548
(956) 292-7025

3a. TITLE OF THE PROGRAM

BJA FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

FY 15 JAG Program

5. NAME & ADDRESS OF GRANTEE

Hidalgo County
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2014 TO: 09/30/2018

8. BUDGET PERIOD

FROM: 10/01/2014 TO: 09/30/2018

9. AMOUNT OF AWARD

$ 37,085

10. DATE OF AWARD

08/20/2015

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

Hidalgo County will utilize its FY 2015 JAG Award to support one Court Coordinator position for the Hidalgo County Auxiliary Court. NCA/NCF

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

September 14, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the following grant award from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$37,085.00	Award No. 2015-DJ-BX-0610 Hidalgo County FY 2018 JAG Project

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/15/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-51255 **Budget and Management 21. G.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

FY 2015 JAG Grant (1282):
1. Approval to accept the FY 15 Edward Byrne Memorial Justice Assistance Grant award (JAG) in the amount of $37,085.00.
2. Approval of Certification of Revenues by the County Auditor for the FY 15 Edward Byrne Memorial Justice Assistance Grant award (JAG).
3. Approval of 2015 appropriation of funds for the FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $37,085.00 (1282).
4. Approval of Salary Schedule.

BACKGROUND

FY 15 Jag funds will cover salaries, fringe benefits, and other allowances (Court Coordinator - Auxiliary Court) for approximately 6.9 months (Sept. 2015 - Feb. 2016).

The award should be signed by the authorized grantee official (County Judge). The authorized grantee official should also initial each page of Special Conditions (bottom right corner). Both the Award document and special conditions should be sent to the Office of Justice Programs Control Desk via email (acceptance@usdoj.gov) or by fax to 202-354-4081 or 866-388-3055.

Award# 2015-DJ-BX-0610 Grant Period 10/1/14 thru 9/30/18

Reference:
AI#50114 6-23-15 To apply for grant &
Public Hearing & Discussion... on Program application, strategies, narratives etc.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 5-1282-412-00-115-047-8-XXX

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

County Fiscal/ Calendar year: 5
Grant Account Fiscal year: 8
Federal Fiscal Year: 2015

PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2018
BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2018

Appropriation of funds in the total amount of $37,085.00 for the FY 15 Jag Grant.

Revenue account--> 5-1282-331-11-115-047-8-000 Justice Assistance Grant - Revenue
No local cash match required.

Budgetary Impact: Health & Life Insurance expenditures will be reclassified to general fund.

Change of status forms to be sumitted for processing upon exhaustion of account fiscal year (7) grant funds.

Attachments

email award notice
Appropriation
Award documents

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	09/10/2015 09:50 AM
Budget & Management	Debbie Tamez	09/11/2015 04:04 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Manuel Chapa		Started On: 09/04/2015 04:16 PM
Final Approval Date: 09/11/2015		

HIDALGO COUNTY
texas

Department of
Budget & Management
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025
Fax: (956) 292-7034
www.co.hidalgo.tx.us

Memorandum

To: **Ray Eufracio, CPA, County Auditor**

From: **Sergio Cruz, Budget Officer**

Date: **Thursday, September 10, 2015**

Subject: **FY 2015 JAG Grant - Certification of Revenues**

Cc: **Linda Fong, 1st Assistant County Auditor**
Becky Luna, Director of Accounting

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to FY 2015 JAG grant.

The total amount requested is $37,085.00

The Agenda Item to approve the Certification of Revenues and appropriation is AI# 51255 9/15/15.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

Original Message -----
From: donot-reply@ojp.usdoj.gov
To: "ramon garcia" <ramon.garcia@co.hidalgo.tx.us>, "manuel chapa" <manuel.chapa@co.hidalgo.tx.us>
Sent: Thursday, August 20, 2015 8:08:04 PM
Subject: GMS Award 2015-DJ-BX-0610

Congratulations. You have been awarded a grant by the Office of Justice Programs at the Department of Justice. Accepting your award is a two step process.

The first step is to designate a Financial Point of Contact (FPOC) for your award. To designate a FPOC please follow these steps:

1. Log into GMS.
2. Click the "Awards" link on the navigation bar on the left hand side.
3. Click the "View Award Instructions" link to the right of the award you want to accept.
4. A new page displays with this message near the top: "The FPOC designation must be submitted before the Award Package can be accessed." The page contains text boxes highlighted in light yellow to capture the FPOC registration information.

a. If information for the FPOC of this award already exists in GMS, the first table entry will contain a box with the text "Available Financial Points of Contact." There is a box with a dropdown arrow to allow the selection of the FPOC. Select the name and click the "Load POC" box. GMS will populate the data entry fields with information from the user Profile. Click the button near the bottom of the page labeled "Submit."

b. If the name of the FPOC is not one of the choices using the dropdown arrow, type the appropriate information in each of the fields. Fields with an asterisk (*) are required. Click the button near the bottom of the page labeled "Submit." The FPOC will receive an email requesting them to complete the FPOC registration.

5. Click "Yes" on the confirmation page.
6. You are allowed to assign more than one FPOC to each award. You are able to change the FPOC under the "Manage Users" link on the GMS home page.

NOTE: If you come to the Financial Point of Contact designation screen and the information in the fields are already grayed out and no "Submit" button is available, then the Financial Point of Contact has already been chosen. You will have to accept your award and await confirmation before you can change this designation. If, at that time, you need instructions on how to proceed, you can review the "Creating a Financial Point of Contact instructions" or contact the GMS Helpdesk for assistance.

The second step is to click on the "Award Document" link and download the award documents. If you choose to accept the award and ALL the special conditions, please:

1. Print the Award Document and Special Conditions.
2. Have the Award Document signed by the Authorized Grantee Official (Note: In Box 18 of the Award Document, the name and the title of the authorized grantee official are preprinted. The person named as the official in Box 18 should sign the Award Document in Box 19 and enter the signature date in Box 19A).

3. Have the Authorized Grantee Official initial the bottom right corner of each page listing any Special Conditions of the Award Document.

4. Return BOTH the Award Document and the Special Conditions pages to the Office of Justice Programs, Control Desk by email to acceptance@usdoj.gov or by fax to (toll free) 1-866-388-3055 or (local) 202-354-4081. Select only ONE of these submission options to avoid duplicate submissions.

If you choose not to accept the award, or if you do not agree with the terms/conditions of the award and would like to discuss options, then please contact your OJP program manager, Zephyr R Fraser at 2026160416.

If the Authorized Grantee Official named on the Award Document is no longer authorized to accept this award on behalf of your organization, do not alter the pre-printed name in box 18. Please go to the Grant Adjustment Notice (GAN) link and request an adjustment to the name of the authorized official. This GAN must be approved before you can accept the award. Once the GAN to change the name of the authorizing official has been approved, you should:

1. Print the approved GAN;
2. Print the original award document;
3. Have the new approving official sign the acceptance next to the former official's name and initial the special conditions page(s);
4. Email or fax the signed acceptance, special conditions, and the approved GAN to the Control Desk as noted above in #4;

If you have programmatic questions, contact Zephyr R Fraser at 2026160416. For financial questions, contact OCFO Customer Service at 1-800-458-0786. For questions about retrieving or printing these documents, designating a Financial Point of Contact, or creating a Grant Adjustment, please contact the GMS Help Desk at 1-888-549-9901 option #3 or email them at gms.helpdesk@usdoj.gov.

Web link to GMS: https://grants.ojp.usdoj.gov

Please follow these links to access important OJP instructions:

Creating a financial point of contact instructions:
http://www.ojp.usdoj.gov/funding/pdfs/fsr_user_manual.pdf

Post Award Instructions: http://www.ojp.usdoj.gov/funding/pdfs/post_award_instructions.pdf

OJP Financial Guide: http://www.ojp.usdoj.gov/financialguide/

Please do not reply to this message. You can contact your program manager Zephyr R Fraser at 2026160416.

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs *Washington, D.C. 20531*

August 20, 2015

The Honorable Ramon Garcia
Hidalgo County
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548

Dear Judge Garcia:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of $37,085 for Hidalgo County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Zephyr R. Fraser, Program Manager at (202) 616-0416; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Director

Enclosures

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

August 20, 2015

The Honorable Ramon Garcia
Hidalgo County
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548

Dear Judge Garcia:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions.
Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
Hidalgo County
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548

4. AWARD NUMBER: 2015-DJ-BX-0610

5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2018
BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2018

6. AWARD DATE 08/20/2015

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
746000717

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
103110834

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
FY 15 JAG Program

10. AMOUNT OF THIS AWARD $ 37,085

11. TOTAL AWARD $ 37,085

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.738 - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

15. METHOD OF PAYMENT
GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
Denise O'Donnell
Director

17. SIGNATURE OF APPROVING OFFICIAL

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Ramon Garcia
Judge

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		37085

21. PDJUGT0267

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SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

   If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

   Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

   For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").

3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.

4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of)such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

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10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

SPECIAL CONDITIONS

19. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

20. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

21. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."

22. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

23. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

24. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

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25. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

26. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

27. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

28. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

29. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

30. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

31. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently $150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.

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32. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

33. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

34. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

35. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

36. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

37. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

38. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

39. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

40. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest eamed, must be returned to the Office of Justice Programs at the time of closeout.

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SPECIAL CONDITIONS

41. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

    The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
    a. New construction;
    b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
    c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
    d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
    e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

    The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

    Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

42. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at https://www.bja.gov/Login.aspx to access the Success Story Submission form. If you do not yet have a My BJA account, please register at https://www.bja.gov/profile.aspx. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at https://www.bja.gov/SuccessStoryList.aspx.

43. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf.

44. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf

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45. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf

46. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

47. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.

48. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Hidalgo County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see http://www.ojp.usdoj.gov/BJA/resource/nepa.html.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2015-DJ-BX-0610

PAGE 1 OF 1

This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Zephyr R. Fraser
(202) 616-0416

2. PROJECT DIRECTOR (Name, address & telephone number)

Manuel Chapa
Planning Analyst
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548
(956) 292-7025

3a. TITLE OF THE PROGRAM

BJA FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

FY 15 JAG Program

5. NAME & ADDRESS OF GRANTEE

Hidalgo County
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2014 TO: 09/30/2018

8. BUDGET PERIOD

FROM: 10/01/2014 TO: 09/30/2018

9. AMOUNT OF AWARD

$ 37,085

10. DATE OF AWARD

08/20/2015

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

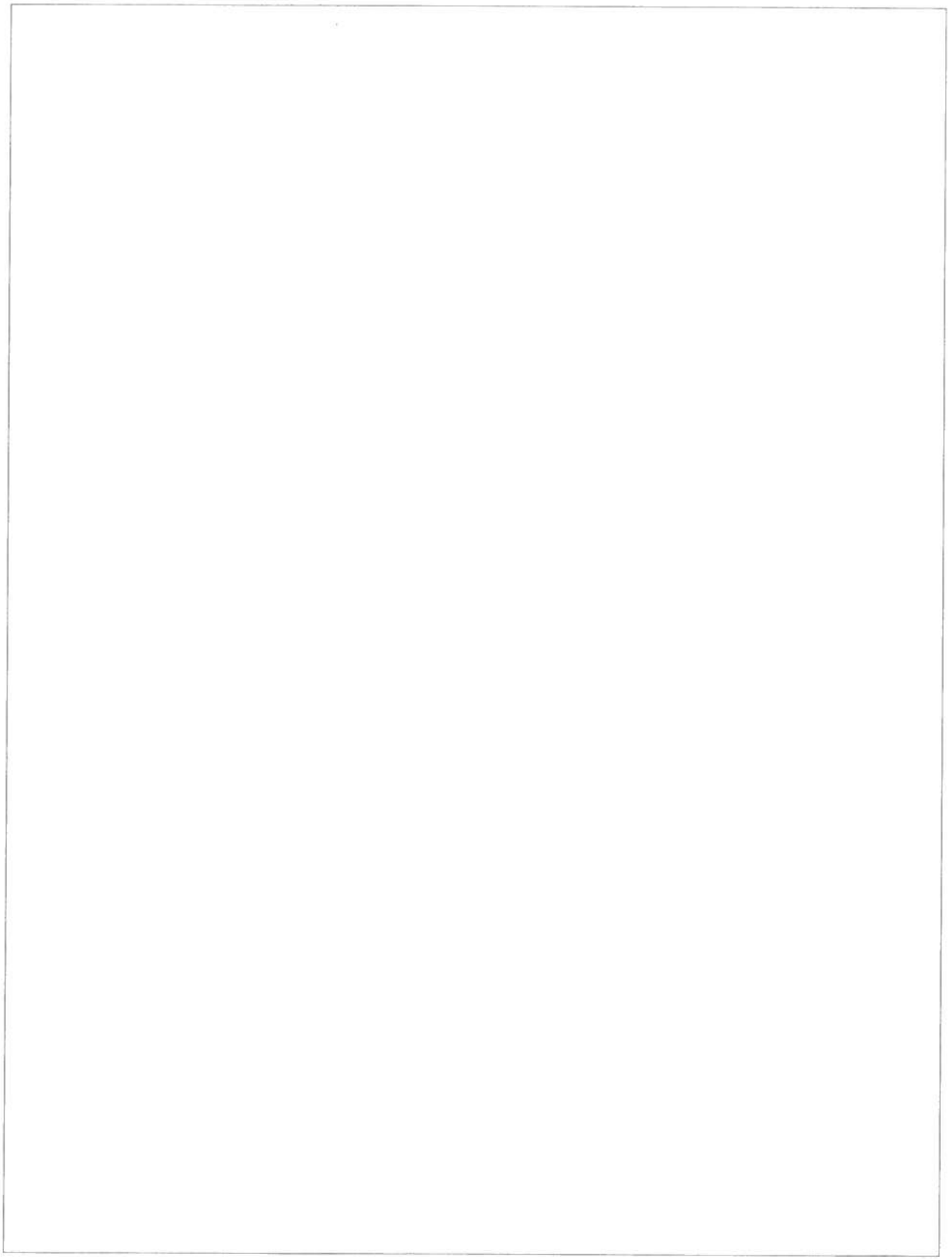
13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

Hidalgo County will utilize its FY 2015 JAG Award to support one Court Coordinator position for the Hidalgo County Auxiliary Court. NCA/NCF



DATE: September 4, 2015

DEPARTMENT HEAD: Sergio Cruz

2015
Transfer

AI# 51255

DEPARTMENT NAME: Dept of Budget & Mgmt for Auxiliary Court - FY 15 Justice Assitance Grant (JAG) - (1282)

ACCOUNT NUMBER: 5-1282-412-00-115-047-8-XXX (Jag Grant

Contact Person: Manuel Chapa **Ph#** (956) 292-7025 ext. 5760

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
5-1282-412-00-115-047-8-113	JAG-Salaries - F/T Employees	31,177.00
5-1282-412-00-115-047-8-115	JAG-Longevity Pay	523.00
5-1282-412-00-115-047-8-220	JAG-FICA	2,160.00
5-1282-412-00-115-047-8-230	JAG-Retirement	3,001.00
5-1282-412-00-115-047-8-250	JAG-Unemployment Compensation	169.00
5-1282-412-00-115-047-8-260	JAG-Worker's Compensation	55.00
	TOTAL APPROPRIATION	**37,085.00**
5-1282-331-11-115-047-8-000	Justice Assistance Grant - Revenue	37,085.00
	TOTAL REVENUE	**37,085.00**
	TOTAL BUDGET INCREASE (DECREASE)	**37,085.00**

REASON: To appropriate the FY 2015 Edward Byrne Justice Assistance Grant (JAG) Program award. Health and life insurance expenditures will be reclassified to general fund.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-51298 **Budget and Management** **21. H.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval to fund Juvenile Department Room and Board expenditures in the amount of $364,479.12 and authorization to process payment for July invoices.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-423-78-330-001-0-XXX

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

BUDGETARY IMPACT:

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-423-77-330-001-0-XXX

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

BUDGETARY IMPACT:

Attachments

July

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/10/2015 11:18 AM
Glinda Pacheco	Glinda Pacheco	09/10/2015 03:07 PM
Auditor's Office	Patricia Ramos	09/11/2015 09:34 AM
Budget & Management	Veronica Ortiz	09/11/2015 09:44 AM
Glinda Pacheco	Glinda Pacheco	09/11/2015 10:12 AM
Auditor's Office	Veronica Ortiz	09/11/2015 10:38 AM
Glinda Pacheco	Glinda Pacheco	09/11/2015 10:59 AM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Patricia Ramos		Started On: 09/10/2015 09:20 AM
Final Approval Date: 09/11/2015		

JUDGE MARIO E. RAMIREZ JR. JUVENILE JUSTICE CENTER
1001 N. DOOLLITTLE RD/P.O. BOX 267
EDINBURG TX 78540-0267
956-587-6200

JULY

RESIDENTIAL BILLING	G/F Enc AVALABL	NVOICE/BILIN(	GRANT	G/F		331
WESLACO BOOTCAMP	-	82,460.00	52,630.00	**29,830.00**	5-1100-423-78-330-001-0-590	
WESLACO AFTERCARE		15,604.47		**15,604.47**	5-1100-423-77-330-001-0-590	
VICTORIA COUNTY	37,968.00	19,334.00				
NUECES COUNTY	40,750.00	2,790.00				
RITE OF PASSAGE/LAKE GRANDBURRY	60.00	78,350.19		**78,290.19**	5-1100-423-78-330-001-0-591	
HAYS COUNTY	875.00	26,495.00		**25,620.00**	5-1100-423-78-330-001-0-590	
CAMERON COUNTY	13,790.00	2,945.00				
DUVAL CO	5,000.00	16,534.00		**11,534.00**	5-1100-423-78-330-001-0-590	
4M ROCKDALE	1,084.00	36,148.00		**35,064.00**	5-1100-423-78-330-001-0-591	
A WORLD FOR CHILDREN	34,137.70	20,126.70		-		
LUTHERAN SOC SERV	**16,116.02**	**20,950.84**		4,834.82	5-1100-423-77-330-001-0-591	
PEGASUS	**1,526.42**	**18,365.64**		16,839.22	5-1100-423-77-330-001-0-591	
CORNELL	**-**	**72,933.54**	**25,905.28**	47,028.26	5-1100-423-77-330-001-0-591	
GULFCOAST TRADE	**93.51**	**45,636.24**		45,542.73	5-1100-423-77-330-001-0-591	
SHORELINE		**90,791.43**	**33,500.00**	57,291.43	5-1100-423-77-330-001-0-591	
TOTAL	151,400.65	549,465.05	112,035.28	367,479.12	-	-

AMOUNT NEEDED FROM G/F **367,479.12**

5-1100-423-78-330-001-0-590	66,984.00
5-1100-423-77-330-001-0-590	15,604.47
5-1100-423-78-330-001-0-591	113,354.19
5-1100-423-78-330-001-0-590	171,536.46
	367,479.12

AI-51050 **Budget and Management** **21. I. 1.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Const Pct4 CCP59 (1231):
Approval of 2015 appropriation of funds for Const Pct4 CCP59 in the amount of $5,000.00 to fund general supplies.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1231-421-00-294-003-0-610

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $5,000.00 to fund general supplies.

Funding available in 1231 Fund Balance as of 8/26/15.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/24/2015 03:03 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Patricia Ramos		Started On: 08/24/2015 10:14 AM
Final Approval Date: 09/11/2015		

DATE: September 1, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2015
Appropriation
AI-51050

DEPARTMENT NAME: Department of Budget & Management for **Const Pct4 CCP59**

ACCOUNT NUMBER: 5-1231-421-00-294-003-0-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
5-1231-421-00-294-003-0- 610	Const Pct4 CCP59-	General Supplies	5,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**5,000.00**

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 1231 (Acct # 5-1231-258-00-000-000-0-000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-51184 **Budget and Management** **21. I. 2.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Melanie Esparza, ELECTIONS DEPT.

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: ELECTIONS DEPT.

Information

CAPTION

Elections Department - Elections Contracts (1100):
Approval of 2015 appropriation of funds in the amount of $255,301.34 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-414-00-130-050-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 9/1/15

Monies are to be unreserved from acct#5-1100-255-02-000-006-0-000 GEN FD-RESTRICTED F/B-ELECTIONS CONTRACT.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	09/02/2015 08:09 AM
Budget & Management	Veronica Ortiz	09/02/2015 02:47 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Merlen P. Munoz		Started On: 09/01/2015 02:57 PM
Final Approval Date: 09/11/2015		

DATE: September 15, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Elections Contract**

ACCOUNT NUMBER: 5-1100-414-00-130-050-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-414-00-130-050-0-	584	Elections Contract	Registration Fees	3,000.00
5-1100-414-00-130-050-0-	752	Elections Contract	Vehicles	100,000.00
5-1100-414-00-130-050-0-	610	Elections Contract	General Supplies	152,301.34
			TOTAL BUDGET INCREASE (DECREASE)	**255,301.34**

REASON: To appropriate funding for anticipated expenditures, including funding vehicles and training courses.

Note: Monies are to be unreserved from acct#5-1100-255-02-000-006-0-000 Fund Balance - Restricted For Elections Contract

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-51004 **Purchasing Department** **22. A. 1.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of responsible vendor submitting the lowest and best bid [as detailed in tabulation sheet contained herein] while also meeting all specifications and/or requirements for the purpose of award and approval of contract document for Request for Bid titled: Hidalgo County Purchase of Sand and Bedding Material" on an as needed basis [by all funding sources for elected offices, departments, programs &/or agencies] through project No.: 2015-210-08-12-SGS.

BACKGROUND

1. New contract will commence: September 24, 2015
2. Low bidder meeting all Specifications/requirements was Upper Valley Materials, LLC
3. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-121-005-0-610

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

BUDGETARY IMPACT:

Pct 1 $ 871.83 as of 09/7/15

On an "as needed basis"

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-610

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

BUDGETARY IMPACT:

Pct 2 $ 83,490.39 as of 09/7/15

on an "as needed basis"

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-123-005-0-610

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

BUDGETARY IMPACT:

Pct 3 $59,639.33 as of 09/7/15

on an "as needed basis"

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-610

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

BUDGETARY IMPACT:

Pct 3 $ 2,353.91 as of 09/7/15

on an "as needed basis"

Attachments

Recommendation, tab , participation log
backup
backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/04/2015 01:00 PM
Budget & Management	Veronica Ortiz	09/04/2015 04:27 PM
Manuel Chapa	Manuel Chapa	09/08/2015 11:39 AM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Sandy Suarez		Started On: 08/20/2015 02:33 PM
Final Approval Date: 09/11/2015		

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: **Raul Sesin, PE, CFM.**
Hidalgo County Drainage District #1

ATTN: Eliza Yzaguirre, Engineering Technican

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: **August 17, 2015**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2015-210-08-12–SGS - HIDALGO **COUNTY**
"Purchase of Sand and Bedding Material (on as needed basis)"

We have received **TWO (2)** bids in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Friday, August 21, 2015 @ 1:00 p.m.** to be able to present to Commissioner's Court **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)-292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. UPPER VALLEY MATERIALS (CAPA)	LOW BIDDER
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: _____

_____

_____

PE	RAUL E. SESIN, PE	HCDD1 / COUNTY	8/18/15
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO **Hon. AC Cuellar, Jr., Commissioner**
Hidalgo County Precinct #1

ATTN: Raul Lozano/Katia Garcia

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: **August 17, 2015**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2015-210-08-12– SGS - **HIDALGO COUNTY**
"Purchase of Sand and Bedding Material (on an as needed basis)"

We have received **TWO (2)** bid responses in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **FRIDAY, August 21, 2015 @ 1:00 p.m.** to be able to present to Commissioner's Court **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)-292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Upper Valley	
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 5-1200-431-00-121-005-0-610

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Raul Lozano	Pct. 1	8/17/15

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 Recommendation)

TO Hon. Eduardo "Eddie" Cantu, Commissioner
Hidalgo County Precinct # 2

ATTN: Armando Pompa/ Yolanda Cisneros

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: August 17, 2015

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2015-210-08-12–SGS - HIDALGO COUNTY
"Purchase of Sand and Bedding Material (on an as needed basis)"

We have received Two (2) bid responses in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Friday, August 21, 2015 @ 1:00 p.m.** to be able to present to Commissioner's Court **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)-292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Upper Valley Materials (UVM)	
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: (Account Varies based on Projects)
5-1200-431-00-122-0160-610

	ARMANDO POMPA	FIELD OPS (Pct 2)	8/18/15
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Pct 2

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

To: **Hon. Joe Flores, Commissioner**
Hidalgo County Precinct # 3

ATTN: Norma Ceballos

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: **August 17, 2015**

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2015-210-08-12–SGS - **HIDALGO COUNTY**
"Purchase of Sand and Bedding Material (on an as needed basis)"

We have received TWO (2) bids in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than Friday, August 21, 2015 @ 1:00 p.m. to be able to present to Commissioner's Court 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)-292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Upper Valley	Lowest bid
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 5-1200-431-00-623-005-0-610
and all other funds

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Joe N. Flores	Pct #3	8/21/15

P03

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct # 4

ATTN: Roman Rodriguez/ Veronica Lopez-Davis

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: **August 17, 2015**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2015-210-08-12–SGS - HIDALGO **COUNTY**
"Purchase of Sand and Bedding Material (on as needed basis)"

We have received **TWO (2)** bids in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Friday, August 21, 2015 @ 1:00 p.m.** to be able to present to Commissioner's Court **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)-292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Upper Valley Materials	
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: S-1200-431-00-124-007-0-610

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Regi Sal	Regino Salinas	Pct 4	8/19/15

Enclosures

TABULATION SHEET
"PURCHASE OF SAND and BEDDING MATERIAL (on an as needed basis)"
RFB NO.: 2015-210-08-12-SGS

Gravel 750-77

Vendor(s)	Upper Valley Materials (CAPA) 7301 W. Expressway 83 Mission, Texas	Frontera Material, Inc PO Box 1449 Elsa, TX. 78543
Pit Location	Tom Gill 3 Mile Line Penitas, Texas	NO BID

HIDALGO COUNTY Precinct NO. 1
(location of site for reference only)
Mile 11 North & 1 ½ West
Mercedes, Texas

Aggregate Grade No.	Normal Size	$ (per ton)	
		Upper Valley	**Frontera**
1	2"	NO BID	NO BID
2	1-1/2 "	"	"
3	1-1/2"	**16.25**	"
4	1"	**16.25**	"
5	3/4"	**15.00**	"
6	1/2"	**15.00**	"
7	3/8"	**15.00**	"
8	3/8"	NO BID	'
Other	2 ½" – 3 ½ "	"	"
Tunnel rack	1 ½ -2 ¼	**14.00**	"
Oversized rack	3"-6"	**14.00**	NO BID

HIDALGO COUNTY Precinct NO. 2
(location of site for reference only)
4011 S. Veterans Blvd
San Juan, TX 78589

Aggregate Grade No.	Normal Size	$ (per ton)	
		Upper Valley	**Frontera**
1	2"	NO BID	NO BID
2	1-1/2 "	"	"
3	1-1/2"	**16.25**	"
4	1"	**16.25**	"
5	3/4"	**15.00**	"
6	1/2"	**15.00**	"
7	3/8"	**15.00**	"
8	3/8"	NO BID	'
Other	2 ½" – 3 ½ "	"	"
Tunnel rack	1 ½ -2 ¼	**14.00**	"
Oversized rack	3"- 6"	**14.00**	NO BID

HIDALGO COUNTY Precinct NO. 3
(location of site for reference only)
FM 2221 & Iowa Rd.
Mission, Texas

Aggregate Grade No.	Normal Size	$ (per ton)	
		Upper Valley	**Frontera**
1	2"	NO BID	NO BID
2	1-1/2 "	"	"
3	1-1/2"	**16.25**	"
4	1"	**16.25**	"
5	3/4"	**15.00**	"
6	1/2"	**15.00**	"
7	3/8"	**15.00**	"
8	3/8"	NO BID	"
Other	2 ½" – 3 ½ "	"	"
Tunnel rack	1 ½ -2 ¼	**14.00**	"
Oversized rack	3"-6"	**14.00**	NO BID

HIDALGO COUNTY Precinct NO. 4
(location of site for reference only)
1051 N. Doolittle Rd.
Edinburg, Texas

Aggregate Grade No.	Normal Size	$ (per ton)	
		Upper Valley	**Frontera**
1	2"	NO BID	NO BID
2	1-1/2 "	"	"
3	1-1/2"	**16.25**	"
4	1"	**16.25**	"
5	3/4"	**15.00**	"
6	1/2"	**15.00**	"
7	3/8"	**15.00**	"
8	3/8"	NO BID	"
Other	2 ½" – 3 ½ "	"	"
Tunnel rack	1 ½ -2 ¼	**14.00**	"
Oversized rack	3"- 6"	**14.00**	NO BID

TABULATION SHEET
"PURCHASE OF SAND and BEDDING MATERIAL (on an as needed basis)"
RFB NO.: 2015-210-08-12-SGS

Sand 750-77

Vendor:	**Upper Valley Materials (CAPA) 7301 W. Expressway 83 Mission, Texas**	**Frontera Material, Inc. Po Box 1449 Elsa, TX. 78543**
Pit Location	Tom Gill 3 Mile Line Penitas, Texas	Fine Sand- Mission, TX

HIDALGO COUNTY Precinct NO. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas		
Price (per ton)		
Find Aggregate Price per Ton	**Upper Valley**	**Frontera**
	18.00	20.00

HIDALGO COUNTY Precinct NO. 2 (location of site for reference only) 4011 S. Veterans Blvd San Juan, TX 78589		
Price (per ton)		
Find Aggregate Price per Ton	**Upper Valley**	**Frontera**
	18.00	20.00

HIDALGO COUNTY Precinct NO. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas		
Price (per ton)		
Find Aggregate Price per Ton	**Upper Valley**	**Frontera**
	18.00	20.00

HIDALGO COUNTY Precinct NO. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas		
Price (per ton)		
Find Aggregate Price per Ton	**Upper Valley**	**Frontera**
	18.00	20.00

FILL SAND

Vendor:	**Upper Valley Materials (CAPA) 7301 W. Expressway 83 Mission, Texas**	**Frontera Material, Inc. Po Box 1449 Elsa, TX. 78543**
Pit Location	Tom Gill 3 Mile Line Penitas, Texas	Fill Sand- 490 Pit

HIDALGO COUNTY Precinct NO. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas		
FILL SAND	**Upper Valley**	**Frontera**
Price per Ton	**4.00**	8.00

HIDALGO COUNTY Precinct NO. 2 (location of site for reference only) 4011 S. Veterans Blvd San Juan, TX 78589		
FILL SAND	**Upper Valley**	**Frontera**
Price per Ton	**4.00**	8.00

HIDALGO COUNTY Precinct NO. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas		
FILL SAND	**Upper Valley**	**Frontera**
Price per Ton	**4.00**	8.00

HIDALGO COUNTY Precinct NO. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas		
FILL SAND	**Upper Valley**	**Frontera**
Price per Ton	**4.00**	8.00

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER=S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: August 12, 2015 **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: PURCHASE OF SAND & BEDDING MATERIAL (ON AN AS NEEDED BASIS)"

BID NO: 2015-210-08-12-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
Frontera Materials, Inc Attn: Barry Ehlinger	Email	Sandy Suarez	07/27/15	P.O. Box 1917 Weslaco, TX 78599 956-607-5965 bmefrontera@aol.com
Martin Marietta Materials Attn: Rhonda Jung	Email	Sandy Suarez	07/27/15	5710 W. Hausman Rd. Suite 121 San Antonio, Texas 78249-1646 cell (210) 294-3373 Office (210-208-4056 mark.higgins@martinmarietta.com
Valley Caliche Products, Inc Attn: Mark Motheral	Email	Sandy Suarez	07/27/15	3 Mile Line Minnesota Rd Mission TX, 78572 956-581-2751 valleycaliche@aol.com
Upper Valley Materials Attn: Bernice Gonzalez Larry Hinojosa	Email	Sandy Suarez	07/27/15	7301 W Exp 83 Mission, TX 78572 432-0600 sales@capatexas.com cc sales@riovalleypipe.com
International Materials LLC Attn: Javier Garza	Email-	Sandy Suarez	07/27/15	3408 N. Conway Mission, Texas 78574 956-240-1423 & 956-862-3701 fax 956-584-3206 internationalmats@at&t.net
Border Pacific Materials Jose A. Escamilla	Email-	Sandy Suarez	07/27/15	Rio Grande City, Tx. 78582 Office 956.487.5606 Mobile 956.500.2562 jaescamilla@boprr.com
Prime Vendor Inc. Kimberly Doumit bids20@prime-vendor.com	Email-	Sandy Suarez	07/27/15	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307

Delta Aggregate & Landscaping Materials Eustacio Rubio delataggregate@aol.com	Email-	Sandy Suarez	07/27/15	PO Box 2443 Elsa, Texas 78543 (956) 472-0174 or (956) 966-0709
Green Dream International **Victor D. Vincent**	Email-	Sandy Suarez	07/28/15	**300 Spring Bldg, Suite 900** **Little Rock, AR 72201** **T: 501-481-4460 F: 501-481-4459:** **v.vincent@greendreamgr.com**
International Materials, LLC **Javier Garza**	I/P	Sandy Suarez	07/31/15	**3408 N. Conway** **Mission, TX. 78574** **956-240-1423** **internationalalmats@att.net**
Virtual Builders Exchange **Karen Siesters**	Email-	Sandy Suarez	08/05/15	4047 Naco Perrin, Suite 100 San Antonio, TX 78217 **210-564-6900 x 126** **210-564-6902 F**
IOC Company **Sebastin Salinas**	EMR	Sandy Suarez	08/11/15	9312 E. Curb Edinburg, TX. 78542 956-380-2897 ssalinas@ioccompany.com

IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Revised-Agreement #C-15-210-09-15-Upper Valley Materials, LLC-Hidalgo County

From : Steve Crain <scrain@atlashall.com> Fri, Sep 04, 2015 11:10 AM
Subject : RE: Revised-Agreement #C-15-210-09-15-Upper Valley Materials, LLC-Hidalgo County 2 attachments
To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

That works.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, September 04, 2015 10:44 AM
To: Steve Crain
Cc: Marynel Trevino
Subject: Re: Revised-Agreement #C-15-210-09-15-Upper Valley Materials, LLC-Hidalgo County

Good morning, Mr. Crain-

Will this one work?

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Friday, September 4, 2015 7:17:19 AM
Subject: RE: Revised-Agreement #C-15-210-09-15-Upper Valley Materials, LLC-Hidalgo County

Take out the parenthesis in numbered paragraph 1.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, September 03, 2015 5:02 PM
To: Steve Crain

REQUIREMENTS AGREEMENT
C-15-210-09-15

THIS AGREEMENT (the "Agreement") is entered into effective as of the **15TH** day of **September, 2015** by and between **Upper Valley Materials, LLC** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements for the **"Purchase of Sand and Bedding Materials"** (the "Product") **(on an as needed basis)** as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year**;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

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 and deliver to Buyer F.O.B. Seller's location at (3 Mile Line and Tom Gill Road, Peñitas, Texas), all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year**, with the Buyer's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Agreement shall commence on **September 24, 2015** and expire on **September 23, 2016** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. 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 1615 South Closner, Suite J Edinburg, Texas 78539
If to Seller:	Upper Valley Materials, LLC Attn: Steve Boyd, Sales 3609 W. Palma Vista Drive Palmview, Texas 78572

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

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

j. **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.

k. **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

l. **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.

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit “C”, which is attached hereto.

n. **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).

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.

p. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: _____, 2015

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
UPPER VALLEY MATERIALS, LLC

By:_____
Printed Name: Steve Boyd
Title:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

July 27, 2015

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY (all funding sources, programs & entities)***
"PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"
RFB No*: 2015 210-08-12-SGS*

Dear Ladies/Gentlemen,

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB procurement process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

TABLE OF CONTENTS

HIDALGO COUNTY
(all funding sources, programs, and entities)

"PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"

BID NO.: 2015-210-08-12-SGS

Item	Description	No. of Pages
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Requirements	6
4.	Exhibit B, Bid Page	2
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 Requirement Agreement	8

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

July 27, 2015
Date

BID: 2015-210-08-12-SGS	Buyer II: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY

(all funding sources, programs & entities)

"PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"

BID OPENING DATE:
AUGUST 12, 2015

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration BuildingEdinburg, Texas 78539

LEGAL NOTICE **BID NO: 2015-210-08-12-SGS**

1. Sealed bids will be received for **HIDALGO COUNTY ((all funding sources, programs & entities) "PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"** 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-2015-210-08-12-SGS - HIDALGO COUNTY((all funding sources, programs & entities)-"PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, AUGUST 12 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-2015-210-08-12-SGS.** 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, programs & entities) "PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"** 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	**AUGUST 12, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with

any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(all funding sources, programs & entities

"PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"
BID NO.: 2015-210-08-12-SGS

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"
HIDALGO COUNTY
"PURCHASE OF SAND AND BEDDING MATERIAL"
BID NO.: 2015-210-08-12-SGS

PROJECT OVERVIEW:

Hidalgo County is seeking to enter into a contract for the purchase of sand and bedding material with qualified participates. Sealed Bids will be received for the following **"Purchase of Sand and Bedding Material** (on an **"As Needed Basis)"**

It is intended that the amount of **"Sand and Bedding Material"** purchased, will be on an **"as needed basis"** by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more supplies/material than is needed.

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct #1 Katia Garcia/Marcie Jackson 1902 Joe Stephens, Weslaco, Texas 78596 (956) 968-8733	Hidalgo County Precinct #2 Yoli Cisneros 4011 So. Veterans Blvd. San Juan, TX 78589 (956) 787-1891
Hidalgo County Precinct #3 Norma Ceballos / Luis Moreno 724 N. Breyfogle Rd. Mission, Texas 78574 (956) 585-4509	Hidalgo County Precinct #4 Veronica Lopez -Davis 1051 N. Doolittle Rd., Edinburg, Texas 78542 (956) 383-3112

PRODUCT SPECIFICATIONS:

- Must be suitable for use in installation of drainage structures and or other related applications.
- Various sizes but particularly potato size from 2 ½" to 3 1/2" for County-Wide
- **Coarse Aggregate**: Provide coarse aggregate consisting of durable particles of gravel, crushed blast furnace slag, recycle crushed hydraulic cement concrete, crushed stone, or combinations thereof that are free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, either free or as an adherent coating. Provide coarse aggregate of uniform quality throughout.
- Provide coarse aggregate that when tested in accordance with Tex-413-A, has:
  - At most 0.25% by weight of clay lumps,
  - At most 1.0% by weight of shale, and
  - At most 5.0% by weight of laminated and friable particles.
- Wear must not be more than 40% when tested in accordance with Tex-410-A.
- Provide coarse aggregate with a 5-cycle magnesium sulfate soundness of not more than 18% when tested in accordance with Tex-411-A. Crushed recycled hydraulic cement concrete is not subject to the 5-cycle soundness test.
- The loss by decantation as tested in accordance with Tex-406-A, plus the allowable weight of clay lumps must not exceed 1.0%. In case of aggregates made primarily from crushing stone, if the material finer than the No. 200 sieve is established to be the dust of fracture and especially free from clay or shale as established by Tex-406-A, Part III, the limit may be increased to 1.5%. When crushed limestone coarse aggregate is used in concrete pavements, the decant may exceed 1.0% but not more than 3.0% if the material finer than the No. 200 sieve is determined to be at least 67% calcium carbonate in accordance with Tex-406-A, Part III.

- Unless otherwise specified, provide aggregate conforming to the gradation requirements shown in Table 3 when tested in accordance with Tex-401-A.

Table 3
Coarse Aggregate Gradation Chart

		Percent Passing On Each Sieve								
Aggregate Grade No.	Normal Size	2 ½"- 3"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8
1	2"	100	80-100	50-85		20-40			0-5	
2	1-1/2 "		100	95-100		35-70		10-30	0-5	
3	1-1/2"		100	95-100		60-90	25-60		0-5	
4	1"			100	95-100		25-60		0-10	0-5
5	3/4"				100	90-100		20-55	0-10	0-5
6	1/2"					100	90-100	40-70	0-15	0-5
7	3/8"						100	70-95	0-25	
8	3/8"						100	95-100	20-65	0-10

SAND SPECIFICATIONS:

- **Fine Aggregate.** Provide fine aggregate consisting of clean, hard, durable particles of natural or manufactured sand or a combination thereof with or without mineral filler. Provide fine aggregate free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, and containing no more than 0.5% clay lumps by weight in accordance with Tex-413-A.

- Provide fine aggregate that does not show a color darker than standard when subjected to the color test for organic impurities in accordance with Tex-408-A.

- Provide fine aggregate with an acid insoluble residue of at least 60% by weight when tested in accordance with Tex-612-J in all concrete subject to direct traffic.

- Blending the fine aggregate to meet the acid insoluble residue requirement is acceptable. When blending, use the following equation:

  Acid Insoluble (%) = $\{(A1)(P1)+(A2)(P2)\}/100$ where:
  - $A1$ = acid insoluble (%) of aggregate 1
  - $A2$ = acid insoluble (%) of aggregate 2
  - $P1$ = percent by weight of $A1$ of the fine aggregate blend
  - $P2$ = percent by weight of $A2$ of the fine aggregate blend.

- Provide fine aggregate or combinations of aggregates, including mineral filler, conforming to the gradation requirements shown in Table 4 when tested in accordance with Tex-401-A.

Table 4

Fine Aggregate Gradation Chart (Grade 1)

Sieve Size	Percent Passing
3/8 in.	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-65
No. 50	10-35
No. 100	0-10
No. 200	0-3

- Provide fine aggregate with a sand equivalent of at least 80 in accordance with Tex-203-F.

FILL SAND:

Provide Fill Sand, to be used in a variety of applications and/or for the use of filling sand bags as a deterrent for water damage (i.e.due to possible flooding etc.).

REQUIREMENTS

1. Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

2. When requested, samples shall be furnished free of expense to Hidalgo County.

3. **Location:** Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.

4. **BID PRICE SHALL BE PER TON**

5. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

6. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

TERMS AND CONDITIONS:

1. The contract will be in effect for a period of (1) one year from bid award date with Hidalgo County's option to extend for an additional (1) one year term under the same rates, terms and conditions

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the

end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications.

4. Hidalgo County reserves the right to award on an "all or none basis".

5. One or more bidder(s) maybe designate as approved vendor(s) for purchases/services for Hidalgo County.

6. Hidalgo County reserves the right to award the bid to ONE or to MULTIPLE bidders if the County determines it is in its best interest to do so.

6. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contract agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

9. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

10. The contract shall remain in effect until contract expires, deliver/completion of services ordered or terminated by Hidalgo County with a (30) thirty day written notice prior to any cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

11. 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.

12. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

13. Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

14. **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor. Failure to act in this manner may result in termination of this contract.

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:

a) **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.

   i) 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.

   ii) 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.

   iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

   iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

   v) 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.

b) **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.

c) **Time frame 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.

d) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

e) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile or e-mail at sandy.suarez@co.hidalgo.tx.us no later than, Wednesday, August 05, 2015 by 5:00 P.M. Responses will be sent to all applicants by no later than, 5:00 P.M., Friday, August 07, 2015.

EXHIBIT "B"
Bid Page
HIDALGO COUNTY
"PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"
BID NO.: 2015-210-08-12-SGS

Internal use only: Gravel 750-77

HIDALGO COUNTY Precinct NO. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas		
Aggregate Grade No.	Normal Size	**$ (per ton)**
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	
Oversized Rock	3" - 6"	

HIDALGO COUNTY Precinct NO. 2 (location of site for reference only) 4011 S. Veterans Blvd San Juan, Texas		
Aggregate Grade No.	Normal Size	**$ (per ton)**
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	
Oversized Rock	3" - 6"	

HIDALGO COUNTY Precinct NO. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas		
Aggregate Grade No.	Normal Size	**$ (per ton)**
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	
Oversized Rock	3" - 6"	

HIDALGO COUNTY Precinct NO. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas		
Aggregate Grade No.	Normal Size	**$ (per ton)**
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	
Oversized Rock	3" - 6"	

Pit Location(s):_____

EXHIBIT "B"
Bid Page
HIDALGO COUNTY
"PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"
BID NO.: 2015-210-08-12-SGS

Internal use only :Sand & Fill Sand - 750-77

HIDALGO COUNTY Precinct NO. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas	**HIDALGO COUNTY Precinct NO. 2** (location of site for reference only) 4011 S. Veterans San Juan, Texas
Fine Aggregate (sand)	Fine Aggregate (sand)
Price per Ton $ _____	Price per Ton $ _____
Fill Sand	**Fill Sand**
Price per Ton: $_____	**Price per Ton: $**_____

HIDALGO COUNTY Precinct NO. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas	**HIDALGO COUNTY Precinct NO. 4** (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas
Fine Aggregate (sand)	Fine Aggregate (sand)
Price per Ton $ _____	Price per Ton $ _____
Fill Sand	**Fill Sand**
Price per Ton: $_____	**Price per Ton: $**_____

Pit Location(s): _____

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NO.'S:_____

CELL 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 naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				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 Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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.

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”

BID PAGE

EXHIBIT "B"
Bid Page
HIDALGO COUNTY
"PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"
BID NO.: 2015-210-08-12-SGS

Internal use only: Gravel 750-77

UVM#

TxDot#3 -
TxDot#4 -
Grade#2
Grade#4
7/16 pea Gravel

HIDALGO COUNTY Precinct NO. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	
2	1-1/2 "	
3	1-1/2"	$16.25
4	1"	$16.25
5	3/4"	$15.00
6	1/2"	$15.00
7	3/8"	$15.00
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	$14.00
Oversized Rock	3" - 6"	$14.00

HIDALGO COUNTY Precinct NO. 2 (location of site for reference only) 4011 S. Veterans Blvd San Juan, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	
2	1-1/2 "	
3	1-1/2"	$16.25
4	1"	$16.25
5	3/4"	$15.00
6	1/2"	$15.00
7	3/8"	$15.00
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	$14.00
Oversized Rock	3" - 6"	$14.00

HIDALGO COUNTY Precinct NO. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	
2	1-1/2 "	
3	1-1/2"	$16.25
4	1"	$16.25
5	3/4"	$15.00
6	1/2"	$15.00
7	3/8"	$15.00
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	$14.00
Oversized Rock	3" - 6"	$14.00

HIDALGO COUNTY Precinct NO. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	
2	1-1/2 "	
3	1-1/2"	$16.25
4	1"	$16.25
5	3/4"	$15.00
6	1/2"	$15.00
7	3/8"	$15.00
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	$14.00
Oversized Rock	3" - 6"	$14.00

Pit Location(s): Penitas. (3 mile Line & Tom Gill Rd)

EXHIBIT "B"
Bid Page
HIDALGO COUNTY
"PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"
BID NO.: 2015-210-08-12-SGS

Internal use only :Sand & Fill Sand - 750-77

HIDALGO COUNTY Precinct NO. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas	HIDALGO COUNTY Precinct NO. 2 (location of site for reference only) 4011 S. Veterans San Juan, Texas
Fine Aggregate (sand)	Fine Aggregate (sand)
Price per Ton $ 18.00 (Concrete Sand)	Price per Ton $ 18.00
Fill Sand	**Fill Sand**
Price per Ton: $ 4.00	**Price per Ton: $** 4.00

HIDALGO COUNTY Precinct NO. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas	HIDALGO COUNTY Precinct NO. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas
Fine Aggregate (sand)	Fine Aggregate (sand)
Price per Ton $ 18.00	Price per Ton $ 18.00
Fill Sand	**Fill Sand**
Price per Ton: $ 4.00	**Price per Ton: $** 4.00

Pit Location(s): _____

BIDDER/COMPANY NAME: Upper Valley Materials
ADDRESS: 3609 W Palma Vista Drive
CITY/STATE/ZIP CODE: Palmview TX 78572
PHONE & FAX NO.'S: 956-432-0600 / 956-583-2086
CELL PHONE: 956-369-5250
AUTHORIZED SIGNATURE: Steve Boyd
PRINTED NAME: Steve Boyd
TITLE: Sales
EMAIL: sboyd@capatexas.com.

OPENED
9:38AM 8-12-15

Witnessed

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/7/2015

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: Consuelo Cavazos, CISR
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Phoenix Insurance Company	
INSURER B: National Liability & Fire Ins	
INSURER C: RSUI Indemnity Co	
INSURER D: Texas Mutual Ins. Co	
INSURER E:	
INSURER F:	

INSURED	
Upper Valley Materials, LLC 3609 W Palma Vista Dr Palmview TX 78572	

COVERAGES **CERTIFICATE NUMBER:** 2015-2015 **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			Y-630-6F746562-PHX-15	2/22/2015	2/22/2016	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 $ 100,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			73TRS044456	2/22/2015	2/22/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			NHA070926	2/22/2015	2/22/2016	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001205712	10/27/2014	10/27/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Hidalgo County Purchase of Sand and Bedding Material

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
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

Robert R Garza/CO

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Texas Department of Motor Vehicles
HELPING TEXANS GO. HELPING TEXAS GROW.

Insurance Cab Card for TxDMV No. 005375102C

Date Issued: **9/3/2015**
USDOT #: **1948568**

ALL VALLEY TRUCKING LLP
CAPA
3609 W. PALMA VISTA DR.
MISSION, TX 78572

ALL VALLEY TRUCKING LLP
CAPA
3 1/2 MILE N TOM GILL RD
PENITAS, TX 78576

Seq #	Unit #	Make	Model YR	VIN	Haz	HG	Bus	Oth	Effective	Expires
1	084	PETERBILT	2012	1XPTD49X9CD144084				Y	01/14/2015	01/31/2016
2	085	PETERBILT	2012	1XPTD49X0CD144085				Y	01/14/2015	01/31/2016
3	086	PETERBILT	2012	1XPTD49X2CD144086				Y	01/14/2015	01/31/2016
4	089	PETERBILT	2012	1XPTD49X8CD144089				Y	01/14/2015	01/31/2016
5	090	PETERBILT	2012	1XPTD49X4CD144090				Y	01/14/2015	01/31/2016
6	108	INTERNATIONAL	1996	1HTSCAAN3TH263527				Y	01/14/2015	01/31/2016
7	246	MACK	1998	1M2AA13Y5WW093480				Y	01/14/2015	01/31/2016
8	250	MACK	1998	1M2AA13Y9WW093482				Y	01/14/2015	01/31/2016
9	253	MACK	2000	1M1AA13Y5YW116716				Y	01/14/2015	01/31/2016
10	254	MACK	1999	1M1AA13Y4XW106807				Y	01/14/2015	01/31/2016
11	255	MACK	1998	1M2AA13Y9WW091599				Y	01/14/2015	01/31/2016
12	256	MACK	1999	1M1AA13Y8XW112626				Y	01/14/2015	01/31/2016
13	257	MACK	1998	1M1AA18Y1WW082635				Y	01/14/2015	01/31/2016
14	382	MACK	2008	1M1AX16Y08M001382				Y	01/14/2015	01/31/2016
15	389	MACK	1999	1M2AA13YXXW111389				Y	01/14/2015	01/31/2016
16	443	MACK	2001	1M1AA12Y11W141443				Y	01/14/2015	01/31/2016
17	466	MACK	2008	1M1AX09Y38M002466	Y			Y	01/14/2015	01/31/2016
18	467	MACK	2008	1M1AX09Y58M002467	Y			Y	01/14/2015	01/31/2016
19	477	MACK	2009	1M1AX16Y59M009477				Y	01/14/2015	01/31/2016
20	478	MACK	2009	1M1AX16Y79M009478				Y	01/14/2015	01/31/2016
21	479	MACK	2009	1M1AX16Y99M009479				Y	01/14/2015	01/31/2016
22	480	MACK	2009	1M1AX16Y59M009480				Y	01/14/2015	01/31/2016
23	490	MACK	2008	1M2AX07Y78M003490				Y	01/14/2015	01/31/2016
24	5046	MACK	1990	1M2AA06Y9LW005046				Y	01/14/2015	01/31/2016
25	509	INTERNATIONAL	1998	1HTSCABN1WH526021				Y	01/14/2015	01/31/2016
26	543	MACK	2007	1M1AK06Y37N020543				Y	01/14/2015	01/31/2016
27	579	MACK	2010	1M1AW02Y5AN010579				Y	01/14/2015	01/31/2016
28	584	MACK	2010	1M1AW02Y9AN010584				Y	01/14/2015	01/31/2016

(VOID IF ALTERED)

This listing signifies that the motor carrier has duly filed proof of insurance as of the date this insurance cab card was issued. To receive the current status of registration or insurance coverage, please call the Motor Carrier Division at 1-800-299-1700.
The original Insurance Cab Card must be retained in the carrier's principle place of business. A copy of the page that identifies (by highlighting) the vehicle being operated must be placed in the cab of the identified vehicle.

ALL-VA

Texas Department of Motor Vehicles
HELPING TEXANS GO. HELPING TEXAS GROW.

Insurance Cab Card for TxDMV No. 005375102C

Date Issued: **9/3/2015**
USDOT #: **1948568**

ALL VALLEY TRUCKING LLP
CAPA
3609 W. PALMA VISTA DR.
MISSION, TX 78572

ALL VALLEY TRUCKING LLP
CAPA
3 1/2 MILE N TOM GILL RD
PENITAS, TX 78576

Seq #	Unit #	Make	Model YR	VIN	Haz	HG	Bus	Oth	Effective	Expires
29	585	MACK	2010	1M1AW02Y0AN010585				Y	01/14/2015	01/31/2016
30	7246	FREIGHTLINER	1998	1FUYDPYBXWL837246				Y	01/14/2015	01/31/2016
31	7260	FREIGHTLINER	1998	1FUYDPYB4WL837260				Y	01/14/2015	01/31/2016
32	768	MACK	2006	1M2AL02Y46M003768				Y	01/14/2015	01/31/2016
33	769	MACK	2006	1M2AL02Y66M003769				Y	01/14/2015	01/31/2016
34	770	MACK	2006	1M2AL02Y26M003770				Y	01/14/2015	01/31/2016
35	771	MACK	2006	1M2AL02Y46M003771				Y	01/14/2015	01/31/2016
36	772	MACK	2006	1M2AL02Y66M003772				Y	01/14/2015	01/31/2016
37	773	MACK	2006	1M2AL02Y86M003773				Y	01/14/2015	01/31/2016
38	873	MACK	1997	1M1AA12Y3VW079873				Y	01/14/2015	01/31/2016
39	883	PETERBILT	2013	1XPHD49X3DD163883				Y	01/14/2015	01/31/2016
40	920	MACK	2002	1M1AE07YX2W012920				Y	01/14/2015	01/31/2016
41	932	MACK	2002	1M1AE07Y62W012932				Y	01/14/2015	01/31/2016
42	939	MACK	2002	1M1AE07Y92W012939				Y	01/14/2015	01/31/2016
43	941	MACK	2002	1M1AE07Y72W012941				Y	01/14/2015	01/31/2016
44	959	FREIGHTLINER	2016	3AKJGBDV6GDGY9959				Y	09/03/2015	01/31/2016
45	960	FREIGHTLINER	2016	3AKJGBDV6GDGY9960				Y	09/03/2015	01/31/2016
46	961	FREIGHTLINER	2016	3AKJGBDV6GDGY9961				Y	09/03/2015	01/31/2016
47	962	FREIGHTLINER	2016	3AKJGBDV6GDGY9962				Y	09/03/2015	01/31/2016
48	963	FREIGHTLINER	2016	3AKJGBDV6GDGY9963				Y	09/03/2015	01/31/2016
49	964	FREIGHTLINER	2016	3AKJGBDV6GDGY9964				Y	09/03/2015	01/31/2016
50	992	PETERBILT	2013	1XPHD49X7DD213992				Y	01/14/2015	01/31/2016
51	993	PETERBILT	2013	1XPHD49X9DD213993				Y	01/14/2015	01/31/2016
52	994	PETERBILT	2013	1XPHD49X0DD213994				Y	01/14/2015	01/31/2016
53	995	PETERBILT	2013	1XPHD49X2DD213995				Y	01/14/2015	01/31/2016

(VOID IF ALTERED)

This listing signifies that the motor carrier has duly filed proof of insurance as of the date this insurance cab card was issued. To receive the current status of registration or insurance coverage, please call the Motor Carrier Division at 1-800-299-1700.
The original Insurance Cab Card must be retained in the carrier's principle place of business. A copy of the page that identifies (by highlighting) the vehicle being operated must be placed in the cab of the identified vehicle.

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Revised-Agreement #C-15-210-09-15-Upper Valley Materials, LLC-Hidalgo County

From : Steve Crain <scrain@atlashall.com> Fri, Sep 04, 2015 11:10 AM
Subject : RE: Revised-Agreement #C-15-210-09-15-Upper Valley Materials, LLC-Hidalgo County 2 attachments
To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

That works.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, September 04, 2015 10:44 AM
To: Steve Crain
Cc: Marynel Trevino
Subject: Re: Revised-Agreement #C-15-210-09-15-Upper Valley Materials, LLC-Hidalgo County

Good morning, Mr. Crain-

Will this one work?

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Friday, September 4, 2015 7:17:19 AM
Subject: RE: Revised-Agreement #C-15-210-09-15-Upper Valley Materials, LLC-Hidalgo County

Take out the parenthesis in numbered paragraph 1.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, September 03, 2015 5:02 PM
To: Steve Crain

REQUIREMENTS AGREEMENT
C-15-210-09-15

THIS AGREEMENT (the "Agreement") is entered into effective as of the **15TH** day of **September, 2015** by and between **Upper Valley Materials, LLC** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements for the **"Purchase of Sand and Bedding Materials"** (the "Product") **(on an as needed basis)** as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year**;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

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 and deliver to Buyer F.O.B. Seller's location at (3 Mile Line and Tom Gill Road, Peñitas, Texas), all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year**, with the Buyer's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Agreement shall commence on **September 24, 2015** and expire on **September 23, 2016** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. 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 1615 South Closner, Suite J Edinburg, Texas 78539
If to Seller:	Upper Valley Materials, LLC Attn: Steve Boyd, Sales 3609 W. Palma Vista Drive Palmview, Texas 78572

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

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

j. **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.

k. **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

l. **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.

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit “C”, which is attached hereto.

n. **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).

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.

p. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: _____, 2015

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
UPPER VALLEY MATERIALS, LLC

By:_____
Printed Name: Steve Boyd
Title:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

July 27, 2015

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY (all funding sources, programs & entities)***
"PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"
RFB No*: 2015 210-08-12-SGS*

Dear Ladies/Gentlemen,

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB procurement process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

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HIDALGO COUNTY
(all funding sources, programs, and entities)

"PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"

BID NO.: 2015-210-08-12-SGS

Item	Description	No. of Pages
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Requirements	6
4.	Exhibit B, Bid Page	2
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 Requirement Agreement	8

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

July 27, 2015
Date

BID: 2015-210-08-12-SGS	Buyer II: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY

(all funding sources, programs & entities)

"PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"

BID OPENING DATE:
AUGUST 12, 2015

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration BuildingEdinburg, Texas 78539

LEGAL NOTICE **BID NO: 2015-210-08-12-SGS**

1. Sealed bids will be received for **HIDALGO COUNTY ((all funding sources, programs & entities) "PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"** 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-2015-210-08-12-SGS - HIDALGO COUNTY((all funding sources, programs & entities)-"PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, AUGUST 12 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-2015-210-08-12-SGS.** 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, programs & entities) "PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"** 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	**AUGUST 12, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with

any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(all funding sources, programs & entities

"PURCHASE OF SAND AND BEDDING MATERIAL (ON AN AS NEEDED BASIS)"
BID NO.: 2015-210-08-12-SGS

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"
HIDALGO COUNTY
"PURCHASE OF SAND AND BEDDING MATERIAL"
BID NO.: 2015-210-08-12-SGS

PROJECT OVERVIEW:

Hidalgo County is seeking to enter into a contract for the purchase of sand and bedding material with qualified participates. Sealed Bids will be received for the following **"Purchase of Sand and Bedding Material** (on an **"As Needed Basis)"**

It is intended that the amount of **"Sand and Bedding Material"** purchased, will be on an **"as needed basis"** by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more supplies/material than is needed.

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct #1 Katia Garcia/Marcie Jackson 1902 Joe Stephens, Weslaco, Texas 78596 (956) 968-8733	Hidalgo County Precinct #2 Yoli Cisneros 4011 So. Veterans Blvd. San Juan, TX 78589 (956) 787-1891
Hidalgo County Precinct #3 Norma Ceballos / Luis Moreno 724 N. Breyfogle Rd. Mission, Texas 78574 (956) 585-4509	Hidalgo County Precinct #4 Veronica Lopez -Davis 1051 N. Doolittle Rd., Edinburg, Texas 78542 (956) 383-3112

PRODUCT SPECIFICATIONS:

- Must be suitable for use in installation of drainage structures and or other related applications.
- Various sizes but particularly potato size from 2 ½" to 3 1/2" for County-Wide
- **Coarse Aggregate**: Provide coarse aggregate consisting of durable particles of gravel, crushed blast furnace slag, recycle crushed hydraulic cement concrete, crushed stone, or combinations thereof that are free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, either free or as an adherent coating. Provide coarse aggregate of uniform quality throughout.
- Provide coarse aggregate that when tested in accordance with Tex-413-A, has:
  - At most 0.25% by weight of clay lumps,
  - At most 1.0% by weight of shale, and
  - At most 5.0% by weight of laminated and friable particles.
- Wear must not be more than 40% when tested in accordance with Tex-410-A.
- Provide coarse aggregate with a 5-cycle magnesium sulfate soundness of not more than 18% when tested in accordance with Tex-411-A. Crushed recycled hydraulic cement concrete is not subject to the 5-cycle soundness test.
- The loss by decantation as tested in accordance with Tex-406-A, plus the allowable weight of clay lumps must not exceed 1.0%. In case of aggregates made primarily from crushing stone, if the material finer than the No. 200 sieve is established to be the dust of fracture and especially free from clay or shale as established by Tex-406-A, Part III, the limit may be increased to 1.5%. When crushed limestone coarse aggregate is used in concrete pavements, the decant may exceed 1.0% but not more than 3.0% if the material finer than the No. 200 sieve is determined to be at least 67% calcium carbonate in accordance with Tex-406-A, Part III.

- Unless otherwise specified, provide aggregate conforming to the gradation requirements shown in Table 3 when tested in accordance with Tex-401-A.

Table 3
Coarse Aggregate Gradation Chart

		Percent Passing On Each Sieve								
Aggregate Grade No.	Normal Size	2 ½"- 3"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8
1	2"	100	80-100	50-85		20-40			0-5	
2	1-1/2 "		100	95-100		35-70		10-30	0-5	
3	1-1/2"		100	95-100		60-90	25-60		0-5	
4	1"			100	95-100		25-60		0-10	0-5
5	3/4"				100	90-100		20-55	0-10	0-5
6	1/2"					100	90-100	40-70	0-15	0-5
7	3/8"						100	70-95	0-25	
8	3/8"						100	95-100	20-65	0-10

SAND SPECIFICATIONS:

- **Fine Aggregate.** Provide fine aggregate consisting of clean, hard, durable particles of natural or manufactured sand or a combination thereof with or without mineral filler. Provide fine aggregate free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, and containing no more than 0.5% clay lumps by weight in accordance with Tex-413-A.

- Provide fine aggregate that does not show a color darker than standard when subjected to the color test for organic impurities in accordance with Tex-408-A.

- Provide fine aggregate with an acid insoluble residue of at least 60% by weight when tested in accordance with Tex-612-J in all concrete subject to direct traffic.

- Blending the fine aggregate to meet the acid insoluble residue requirement is acceptable. When blending, use the following equation:

  Acid Insoluble (%) = $\{(A1)(P1)+(A2)(P2)\}/100$ where:
  - $A1$ = acid insoluble (%) of aggregate 1
  - $A2$ = acid insoluble (%) of aggregate 2
  - $P1$ = percent by weight of $A1$ of the fine aggregate blend
  - $P2$ = percent by weight of $A2$ of the fine aggregate blend.

- Provide fine aggregate or combinations of aggregates, including mineral filler, conforming to the gradation requirements shown in Table 4 when tested in accordance with Tex-401-A.

Table 4

Fine Aggregate Gradation Chart (Grade 1)

Sieve Size	Percent Passing
3/8 in.	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-65
No. 50	10-35
No. 100	0-10
No. 200	0-3

- Provide fine aggregate with a sand equivalent of at least 80 in accordance with Tex-203-F.

FILL SAND:

Provide Fill Sand, to be used in a variety of applications and/or for the use of filling sand bags as a deterrent for water damage (i.e.due to possible flooding etc.).

REQUIREMENTS

1. Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

2. When requested, samples shall be furnished free of expense to Hidalgo County.

3. **Location:** Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.

4. **BID PRICE SHALL BE PER TON**

5. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

6. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

TERMS AND CONDITIONS:

1. The contract will be in effect for a period of (1) one year from bid award date with Hidalgo County's option to extend for an additional (1) one year term under the same rates, terms and conditions

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the

end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications.

4. Hidalgo County reserves the right to award on an "all or none basis".

5. One or more bidder(s) maybe designate as approved vendor(s) for purchases/services for Hidalgo County.

6. Hidalgo County reserves the right to award the bid to ONE or to MULTIPLE bidders if the County determines it is in its best interest to do so.

6. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contract agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

9. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

10. The contract shall remain in effect until contract expires, deliver/completion of services ordered or terminated by Hidalgo County with a (30) thirty day written notice prior to any cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

11. 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.

12. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

13. Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

14. **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor. Failure to act in this manner may result in termination of this contract.

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:

a) **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.

   i) 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.

   ii) 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.

   iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

   iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

   v) 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.

b) **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.

c) **Time frame 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.

d) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

e) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile or e-mail at sandy.suarez@co.hidalgo.tx.us no later than, Wednesday, August 05, 2015 by 5:00 P.M. Responses will be sent to all applicants by no later than, 5:00 P.M., Friday, August 07, 2015.

EXHIBIT "B"
Bid Page
HIDALGO COUNTY
"PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"
BID NO.: 2015-210-08-12-SGS

Internal use only: Gravel 750-77

HIDALGO COUNTY Precinct NO. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas		
Aggregate Grade No.	Normal Size	**$ (per ton)**
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	
Oversized Rock	3" - 6"	

HIDALGO COUNTY Precinct NO. 2 (location of site for reference only) 4011 S. Veterans Blvd San Juan, Texas		
Aggregate Grade No.	Normal Size	**$ (per ton)**
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	
Oversized Rock	3" - 6"	

HIDALGO COUNTY Precinct NO. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas		
Aggregate Grade No.	Normal Size	**$ (per ton)**
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	
Oversized Rock	3" - 6"	

HIDALGO COUNTY Precinct NO. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas		
Aggregate Grade No.	Normal Size	**$ (per ton)**
1	2"	
2	1-1/2 "	
3	1-1/2"	
4	1"	
5	3/4"	
6	1/2"	
7	3/8"	
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	
Oversized Rock	3" - 6"	

Pit Location(s):_____

EXHIBIT "B"
Bid Page
HIDALGO COUNTY
"PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"
BID NO.: 2015-210-08-12-SGS

Internal use only :Sand & Fill Sand - 750-77

HIDALGO COUNTY Precinct NO. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas	**HIDALGO COUNTY Precinct NO. 2** (location of site for reference only) 4011 S. Veterans San Juan, Texas
Fine Aggregate (sand)	Fine Aggregate (sand)
Price per Ton $ _____	Price per Ton $ _____
Fill Sand	**Fill Sand**
Price per Ton: $_____	**Price per Ton: $**_____

HIDALGO COUNTY Precinct NO. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas	**HIDALGO COUNTY Precinct NO. 4** (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas
Fine Aggregate (sand)	Fine Aggregate (sand)
Price per Ton $ _____	Price per Ton $ _____
Fill Sand	**Fill Sand**
Price per Ton: $_____	**Price per Ton: $**_____

Pit Location(s): _____

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NO.'S:_____

CELL 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 naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				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 Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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.

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”

BID PAGE

EXHIBIT "B"
Bid Page
HIDALGO COUNTY
"PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"
BID NO.: 2015-210-08-12-SGS

Internal use only: Gravel 750-77

UVM#

TxDot#3 -
TxDot#4 -
Grade#2
Grade#4
7/16 pea Gravel

HIDALGO COUNTY Precinct NO. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	
2	1-1/2 "	
3	1-1/2"	$16.25
4	1"	$16.25
5	3/4"	$15.00
6	1/2"	$15.00
7	3/8"	$15.00
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	$14.00
Oversized Rock	3" - 6"	$14.00

HIDALGO COUNTY Precinct NO. 2 (location of site for reference only) 4011 S. Veterans Blvd San Juan, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	
2	1-1/2 "	
3	1-1/2"	$16.25
4	1"	$16.25
5	3/4"	$15.00
6	1/2"	$15.00
7	3/8"	$15.00
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	$14.00
Oversized Rock	3" - 6"	$14.00

HIDALGO COUNTY Precinct NO. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	
2	1-1/2 "	
3	1-1/2"	$16.25
4	1"	$16.25
5	3/4"	$15.00
6	1/2"	$15.00
7	3/8"	$15.00
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	$14.00
Oversized Rock	3" - 6"	$14.00

HIDALGO COUNTY Precinct NO. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas		
Aggregate Grade No.	Normal Size	$ (per ton)
1	2"	
2	1-1/2 "	
3	1-1/2"	$16.25
4	1"	$16.25
5	3/4"	$15.00
6	1/2"	$15.00
7	3/8"	$15.00
8	3/8"	
Other	2 ½" – 3 ½ "	
Tunnel Rock	1 1/2" – 2 1/2"	$14.00
Oversized Rock	3" - 6"	$14.00

Pit Location(s): Penitas. (3 mile Line & Tom Gill Rd)

EXHIBIT "B"
Bid Page
HIDALGO COUNTY
"PURCHASE SAND and BEDDING MATERIAL (on an As Needed Basis)"
BID NO.: 2015-210-08-12-SGS

Internal use only :Sand & Fill Sand - 750-77

HIDALGO COUNTY Precinct NO. 1 (location of site for reference only) Mile 11 North & 1 ½ West Mercedes, Texas	HIDALGO COUNTY Precinct NO. 2 (location of site for reference only) 4011 S. Veterans San Juan, Texas
Fine Aggregate (sand)	Fine Aggregate (sand)
Price per Ton $ 18.00 (Concrete Sand)	Price per Ton $ 18.00
Fill Sand	**Fill Sand**
Price per Ton: $ 4.00	**Price per Ton: $** 4.00

HIDALGO COUNTY Precinct NO. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas	HIDALGO COUNTY Precinct NO. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas
Fine Aggregate (sand)	Fine Aggregate (sand)
Price per Ton $ 18.00	Price per Ton $ 18.00
Fill Sand	**Fill Sand**
Price per Ton: $ 4.00	**Price per Ton: $** 4.00

Pit Location(s): _____

BIDDER/COMPANY NAME: Upper Valley Materials
ADDRESS: 3609 W Palma Vista Drive
CITY/STATE/ZIP CODE: Palmview TX 78572
PHONE & FAX NO.'S: 956-432-0600 / 956-583-2086
CELL PHONE: 956-369-5250
AUTHORIZED SIGNATURE: Steve Boyd
PRINTED NAME: Steve Boyd
TITLE: Sales
EMAIL: sboyd@capatexas.com.

OPENED
9:38AM 8-12-15

Witnessed

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/7/2015

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: Consuelo Cavazos, CISR
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Phoenix Insurance Company	
INSURER B: National Liability & Fire Ins	
INSURER C: RSUI Indemnity Co	
INSURER D: Texas Mutual Ins. Co	
INSURER E:	
INSURER F:	

INSURED	
Upper Valley Materials, LLC 3609 W Palma Vista Dr Palmview TX 78572	

COVERAGES **CERTIFICATE NUMBER:** 2015-2015 **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			Y-630-6F746562-PHX-15	2/22/2015	2/22/2016	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 $ 100,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			73TRS044456	2/22/2015	2/22/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			NHA070926	2/22/2015	2/22/2016	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001205712	10/27/2014	10/27/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Hidalgo County Purchase of Sand and Bedding Material

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
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

Robert R Garza/CO

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Texas Department of Motor Vehicles
HELPING TEXANS GO. HELPING TEXAS GROW.

Insurance Cab Card for TxDMV No. 005375102C

Date Issued: **9/3/2015**
USDOT #: **1948568**

ALL VALLEY TRUCKING LLP
CAPA
3609 W. PALMA VISTA DR.
MISSION, TX 78572

ALL VALLEY TRUCKING LLP
CAPA
3 1/2 MILE N TOM GILL RD
PENITAS, TX 78576

Seq #	Unit #	Make	Model YR	VIN	Haz	HG	Bus	Oth	Effective	Expires
1	084	PETERBILT	2012	1XPTD49X9CD144084				Y	01/14/2015	01/31/2016
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3	086	PETERBILT	2012	1XPTD49X2CD144086				Y	01/14/2015	01/31/2016
4	089	PETERBILT	2012	1XPTD49X8CD144089				Y	01/14/2015	01/31/2016
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28	584	MACK	2010	1M1AW02Y9AN010584				Y	01/14/2015	01/31/2016

(VOID IF ALTERED)

This listing signifies that the motor carrier has duly filed proof of insurance as of the date this insurance cab card was issued. To receive the current status of registration or insurance coverage, please call the Motor Carrier Division at 1-800-299-1700.
The original Insurance Cab Card must be retained in the carrier's principle place of business. A copy of the page that identifies (by highlighting) the vehicle being operated must be placed in the cab of the identified vehicle.

ALL-VA

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Insurance Cab Card for TxDMV No. 005375102C

Date Issued: **9/3/2015**
USDOT #: **1948568**

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3 1/2 MILE N TOM GILL RD
PENITAS, TX 78576

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37	773	MACK	2006	1M2AL02Y86M003773				Y	01/14/2015	01/31/2016
38	873	MACK	1997	1M1AA12Y3VW079873				Y	01/14/2015	01/31/2016
39	883	PETERBILT	2013	1XPHD49X3DD163883				Y	01/14/2015	01/31/2016
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44	959	FREIGHTLINER	2016	3AKJGBDV6GDGY9959				Y	09/03/2015	01/31/2016
45	960	FREIGHTLINER	2016	3AKJGBDV6GDGY9960				Y	09/03/2015	01/31/2016
46	961	FREIGHTLINER	2016	3AKJGBDV6GDGY9961				Y	09/03/2015	01/31/2016
47	962	FREIGHTLINER	2016	3AKJGBDV6GDGY9962				Y	09/03/2015	01/31/2016
48	963	FREIGHTLINER	2016	3AKJGBDV6GDGY9963				Y	09/03/2015	01/31/2016
49	964	FREIGHTLINER	2016	3AKJGBDV6GDGY9964				Y	09/03/2015	01/31/2016
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53	995	PETERBILT	2013	1XPHD49X2DD213995				Y	01/14/2015	01/31/2016

(VOID IF ALTERED)

This listing signifies that the motor carrier has duly filed proof of insurance as of the date this insurance cab card was issued. To receive the current status of registration or insurance coverage, please call the Motor Carrier Division at 1-800-299-1700.
The original Insurance Cab Card must be retained in the carrier's principle place of business. A copy of the page that identifies (by highlighting) the vehicle being operated must be placed in the cab of the identified vehicle.

AI-51162 **Purchasing Department** **22. B. 1.**

CC - REGULAR

Meeting Date: 09/15/2015

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 only be obtained from only one source; (A) items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies (see attached patent information).

B. Approval of a "Sole Source Declaration" for "BullEx, Inc." for the purchase of BullsEye Digital Fire Extinguisher Training Kit; including any present & future accessories & supplies, support service, and maintenance to be used by Hidalgo County Fire Marshall and other related Hidalgo County Emergency Response Agencies (all funding sources) with said declaration to remain in effect while declaration is in place or until revoked by HCCC.

BACKGROUND

Pursuant to Auditor's acceptance and approval of outstanding invoice for said Training Kit on the premise that the vendor shipped the Training Kit to the Fire Marshall in error prior to receiving a Purchase Order (see attached email). Thus, upon approval of Invoice#65122; dated 4/10/15 in the amount of $12,688.46 and approval of S.S. Declaration - processing of attached invoice can proceed with the initiation of a department approved requisition.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-422-10-300-001-0-751

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

BUDGETARY IMPACT:

Budgetary expenditures are the responsibility of the individual end users; All funding sources apply;

& approval of AI-51095 - funding source for above referenced invoice.

Account available balance as of 9-4-15 $12,688.46

Attachments

BullEx Patent
S.S. Afidavit
Vendor S.S. Letter
S.S. Memorandum
BullEx Invoice
Email from BullEx
Email from Fire Marshall
Product Literature

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/02/2015 02:18 PM
Manuel Chapa	Manuel Chapa	09/04/2015 04:45 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Rudy Salinas		Started On: 08/31/2015 02:42 PM
Final Approval Date: 09/11/2015		

US007748983B2

(12) **United States Patent**
Blackburn et al.

(10) **Patent No.: US 7,748,983 B2**
(45) **Date of Patent: Jul. 6, 2010**

(54) **FLAMELESS FIRE EXTINGUISHER TRAINING METHODS AND APPARATUS**

(75) Inventors: **John Joseph Blackburn**, Squamish (CA); **Ryan O'Donnell**, Guilderland, NY (US); **Thomas Rossi**, Troy, NY (US)

(73) Assignee: **BullEx, Inc.**, Albany, NY (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 635 days.

(21) Appl. No.: **11/369,303**

(22) Filed: **Mar. 7, 2006**

(65) **Prior Publication Data**

US 2007/0218436 A1 Sep. 20, 2007

(51) **Int. Cl.**
G09B 19/00 (2006.01)

(52) **U.S. Cl.** **434/226**

(58) **Field of Classification Search** 434/226, 434/219; 40/428; 362/92; 472/65
See application file for complete search history.

(56) **References Cited**

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OTHER PUBLICATIONS

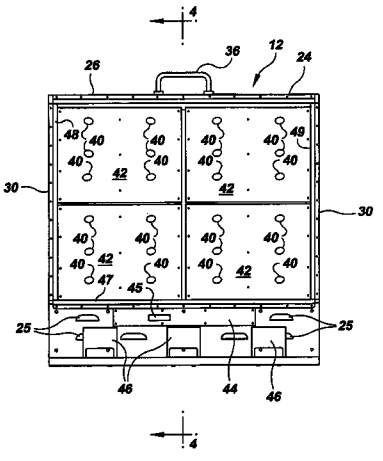
International Search Report for related PCT application mailed Oct. 17, 2007.

Primary Examiner—Kurt Fernstrom
(74) *Attorney, Agent, or Firm*—Heslin Rothenberg Farley & Mesiti P.C.

(57) **ABSTRACT**

Methods and apparatus for use in fire extinguisher training are provided. These methods and apparatus are implemented electronically without the need for an open flame. The training apparatus includes a display having a plurality of light sources adapted to display a varying light pattern simulating a dynamic flame; a sensor adapted to detect a stimulus emitted by one of a fire extinguisher and a fire extinguisher simulator and output a signal corresponding to the detected stimulus; and one or more processors adapted to receive the output from the sensor and vary the light pattern simulating the dynamic flame on the display in response to the stimulus detected by the sensor. The methods and apparatus may be used to train firefighters in the proper use of a fire extinguisher, for example, training in the techniques typically required when suppressing class A, B, C, D, or K type fires.

58 Claims, 8 Drawing Sheets



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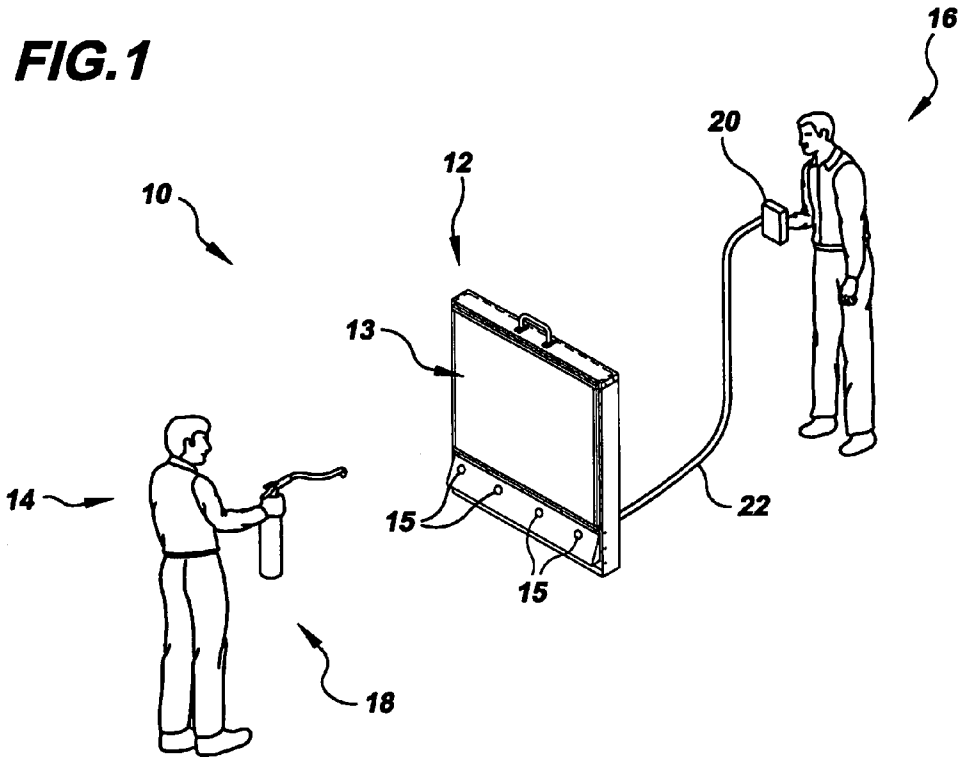
2005/0233289	A1	10/2005	Hoglund	434/226

FOREIGN PATENT DOCUMENTS

FR	2745502	A1	9/1997
FR	2745503	A1	9/1997

* cited by examiner

FIG.1



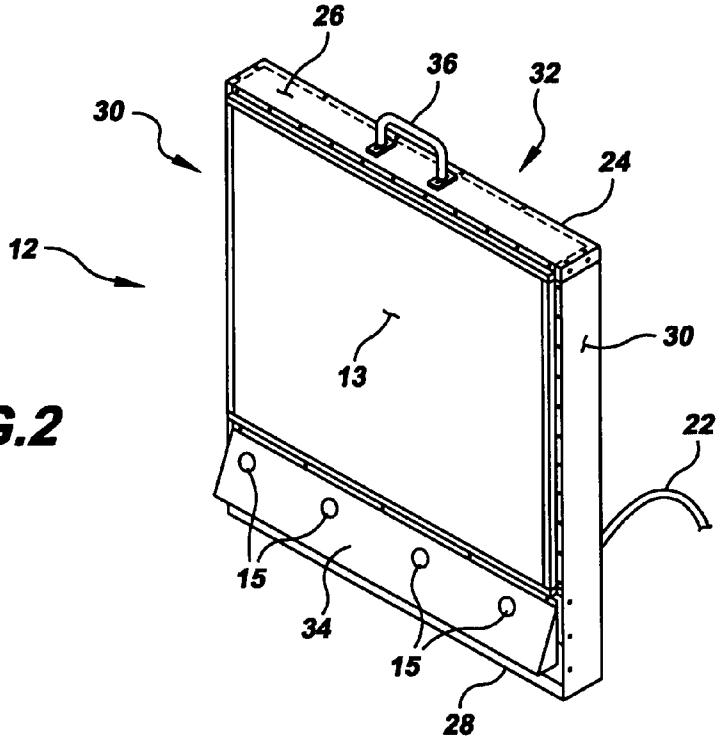


FIG.2

FIG.3

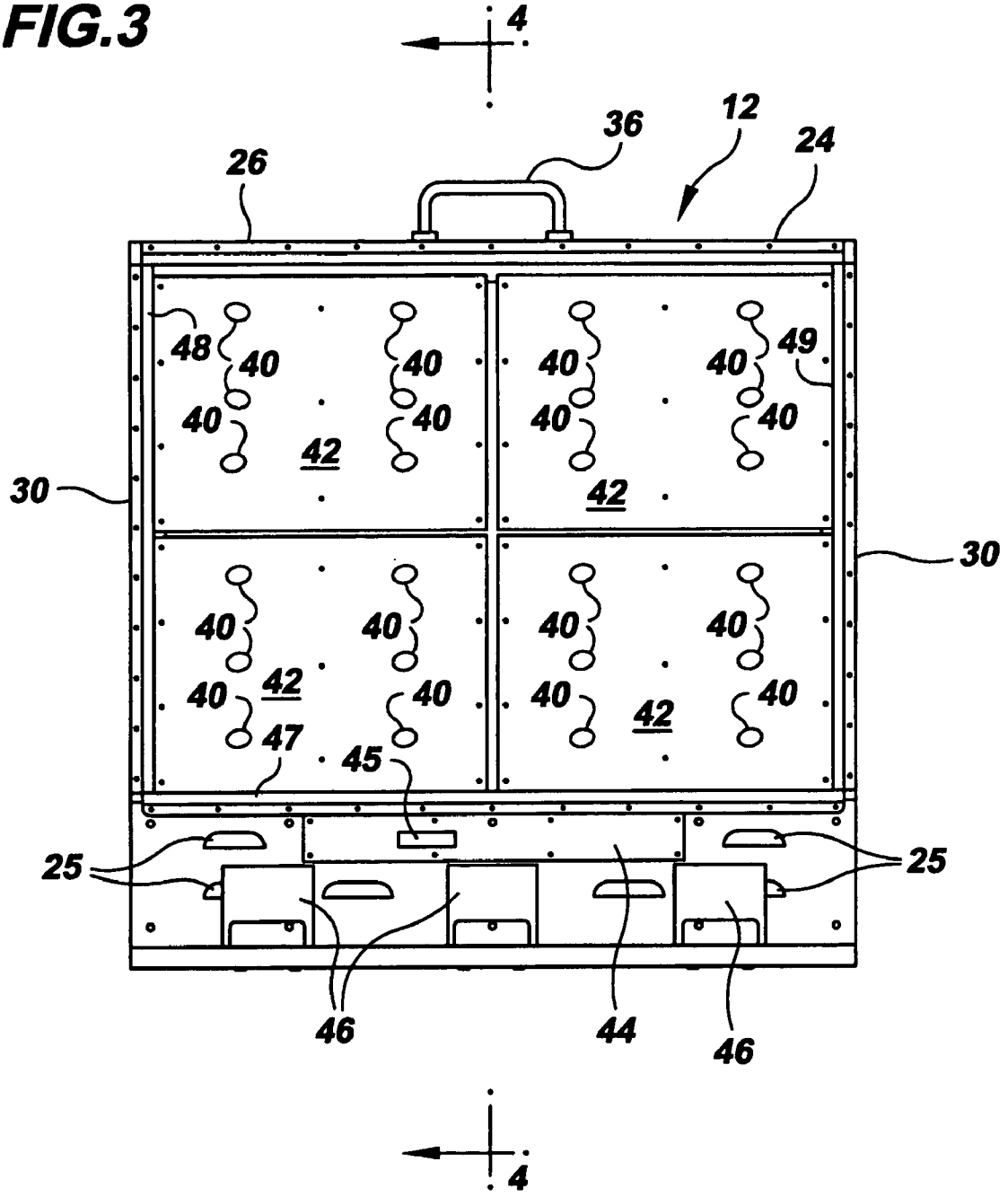


FIG.6

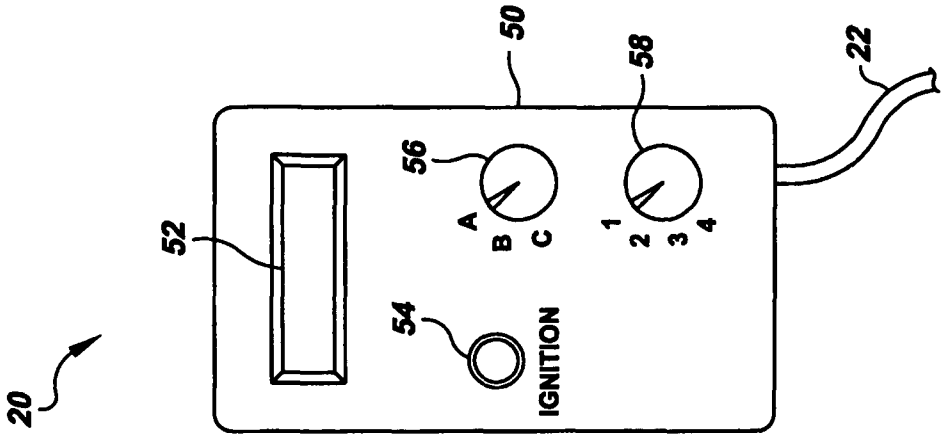


FIG.5

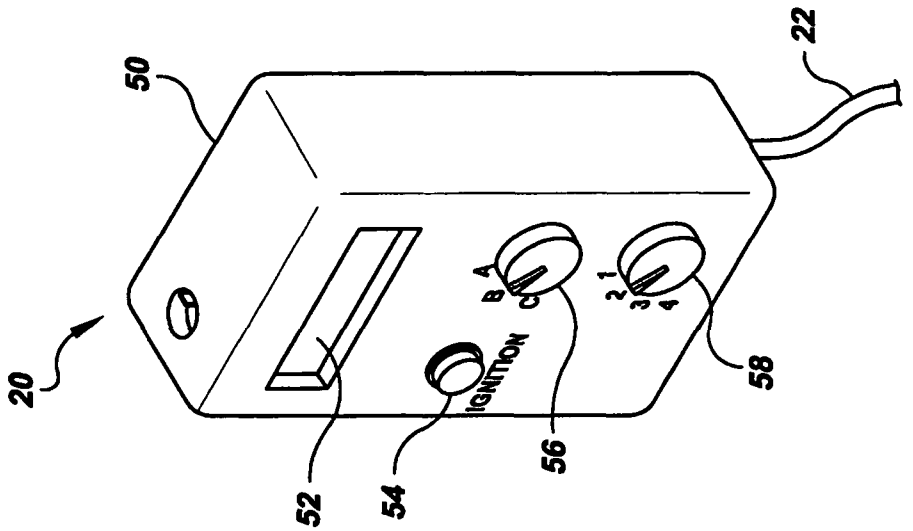


FIG.4

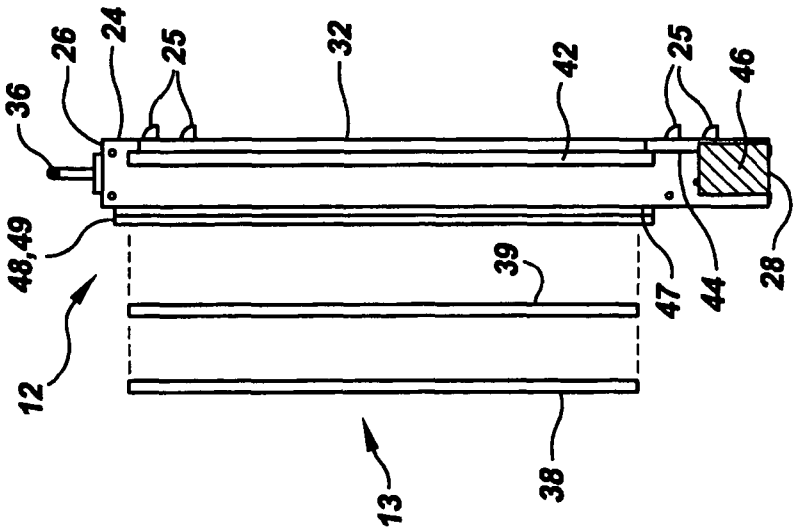


FIG.7

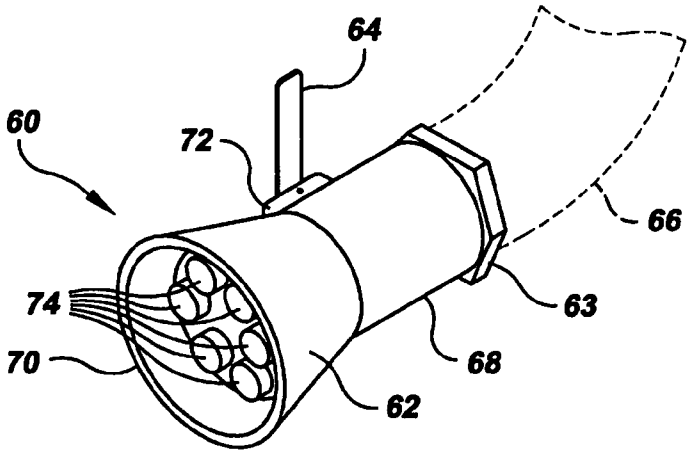


FIG.8

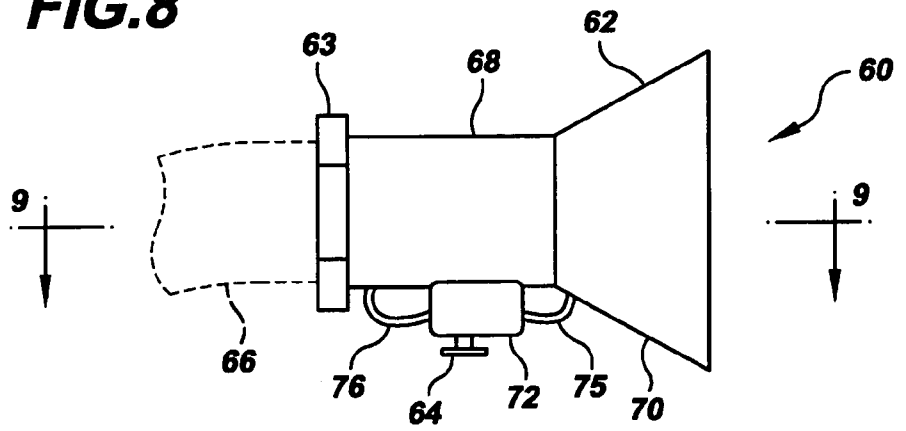


FIG.9

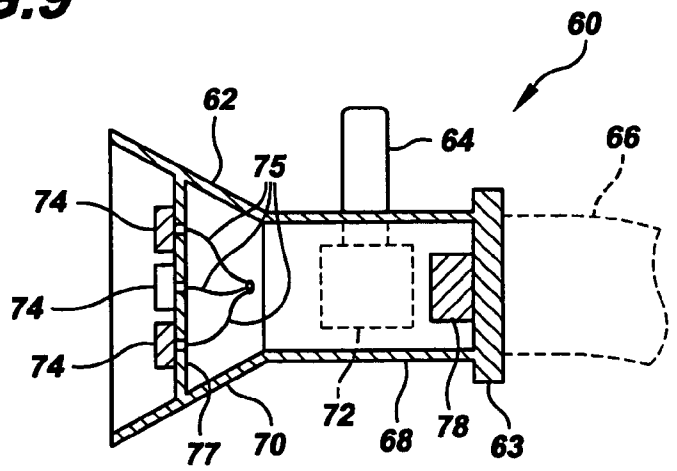


FIG.10

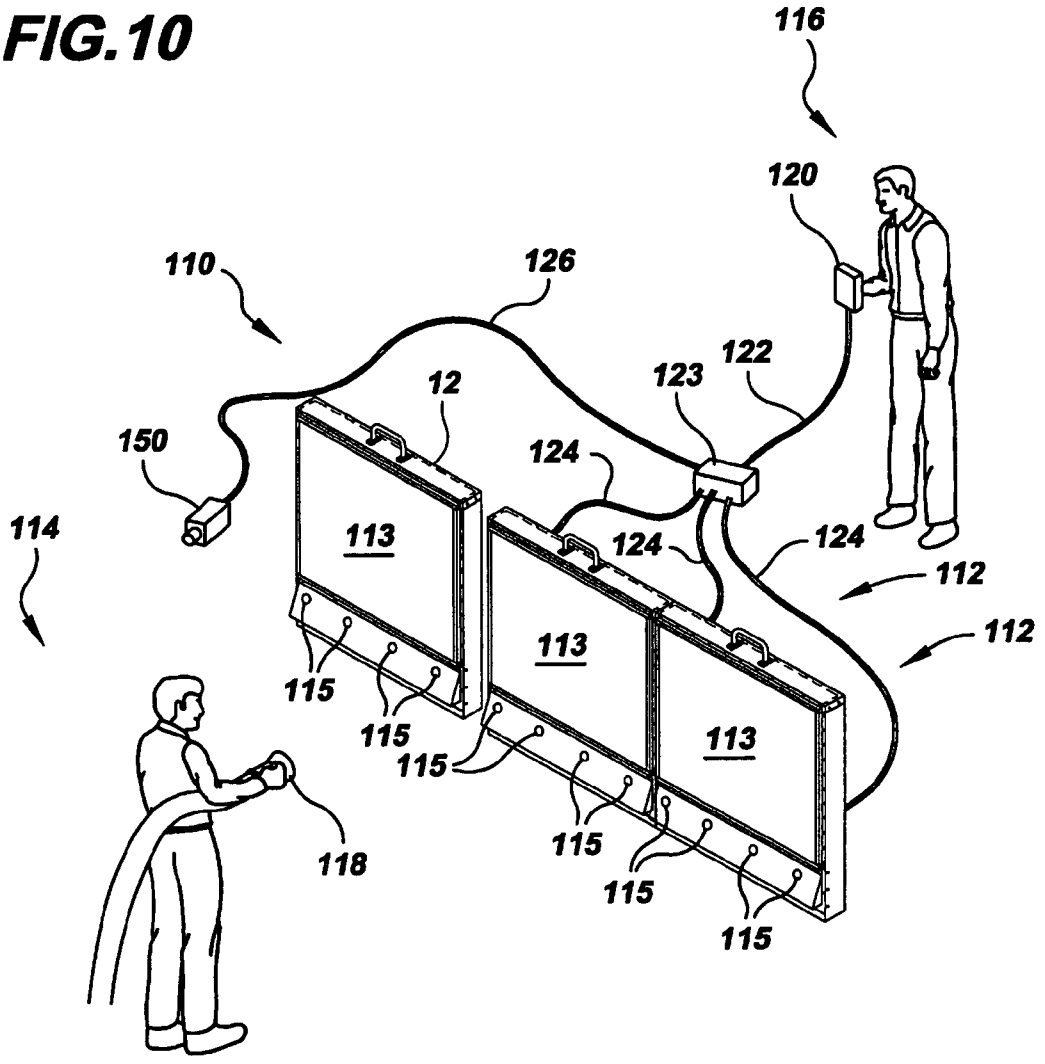

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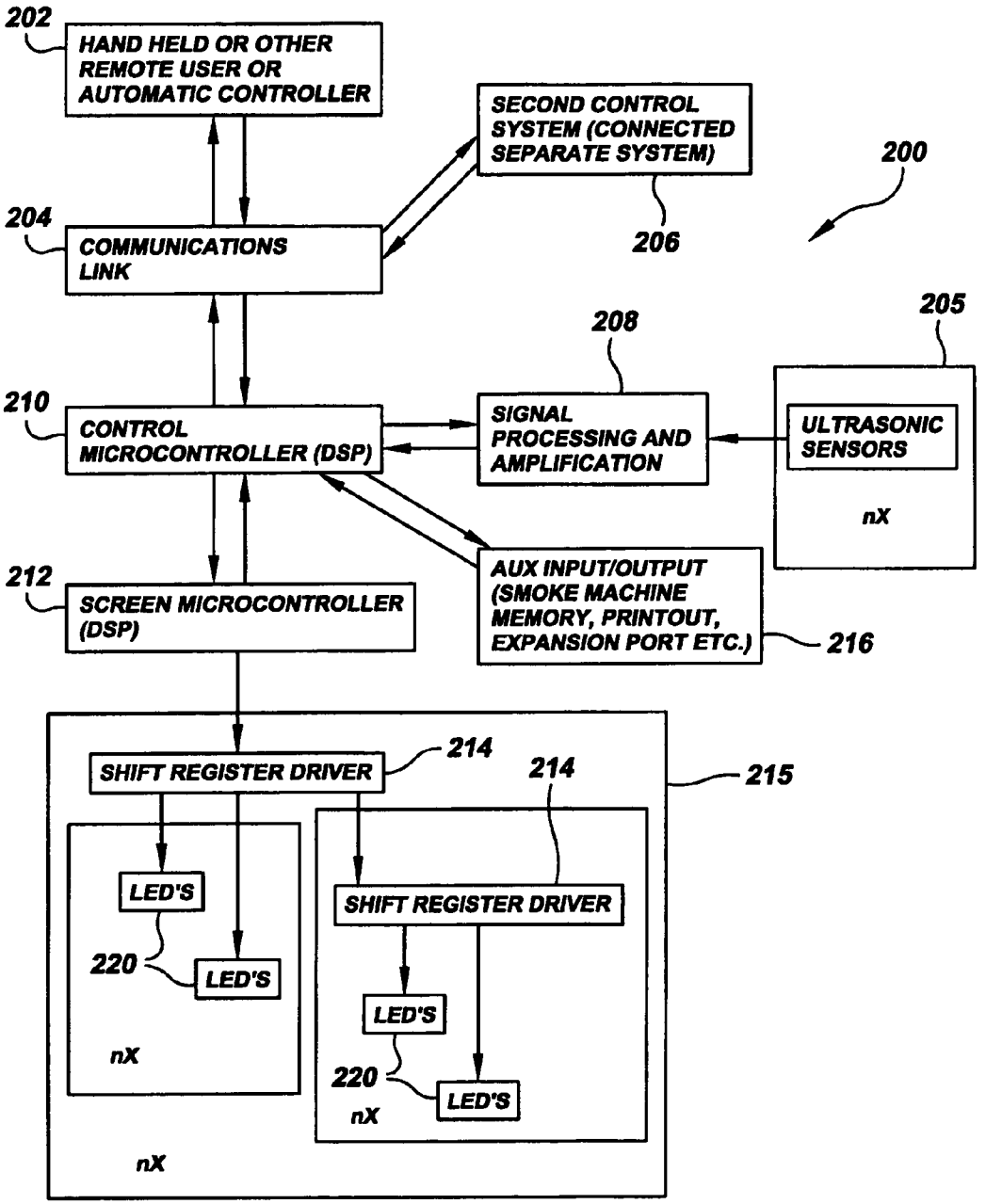
FIG.11


202
HAND HELD OR OTHER REMOTE USER OR AUTOMATIC CONTROLLER
SECOND CONTROL SYSTEM (CONNECTED SEPARATE SYSTEM)
206
200
204
COMMUNICATIONS LINK
208
205
210
CONTROL MICROCONTROLLER (DSP)
SIGNAL PROCESSING AND AMPLIFICATION
ULTRASONIC SENSORS
nX
212
SCREEN MICROCONTROLLER (DSP)
AUX INPUT/OUTPUT (SMOKE MACHINE MEMORY, PRINTOUT, EXPANSION PORT ETC.)
216
214
214
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SHIFT REGISTER DRIVER
SHIFT REGISTER DRIVER
LED'S
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LED'S
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FIG. 12

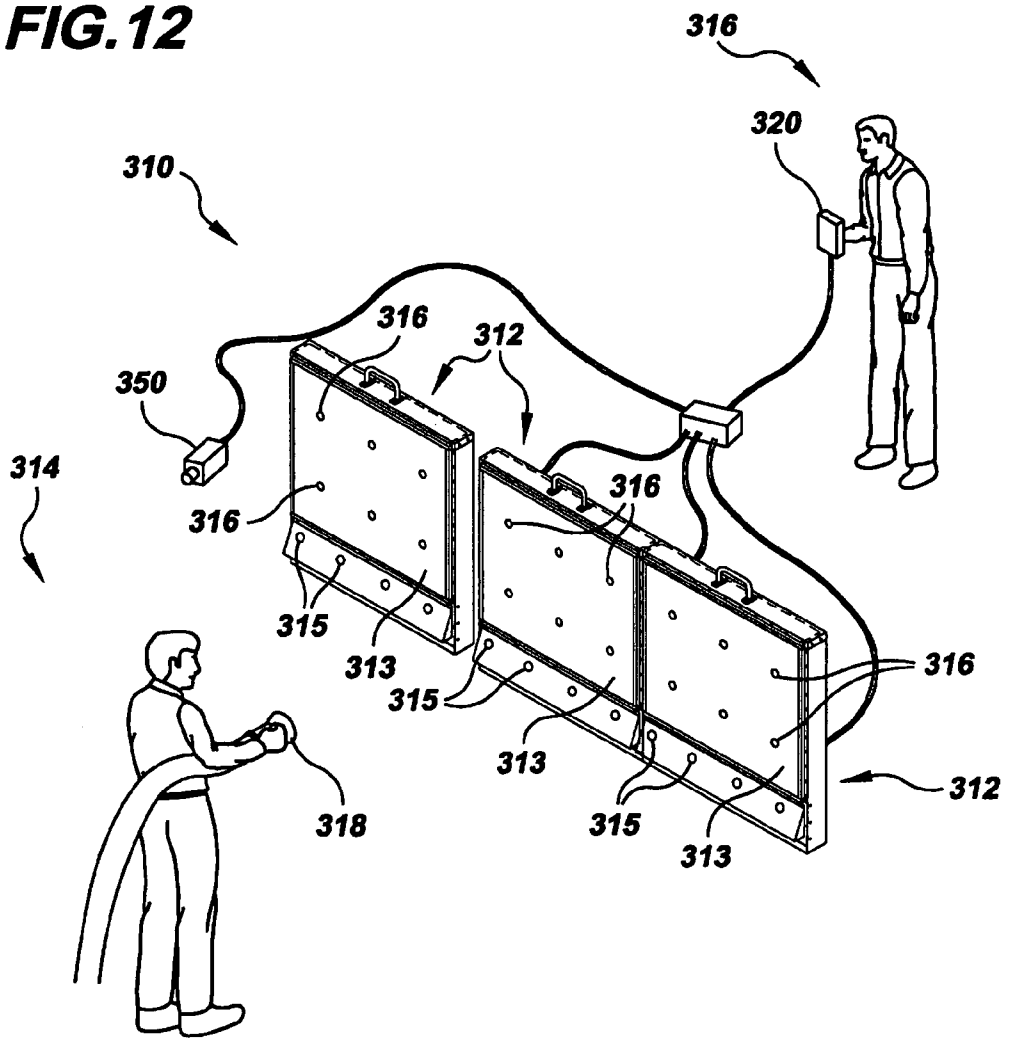
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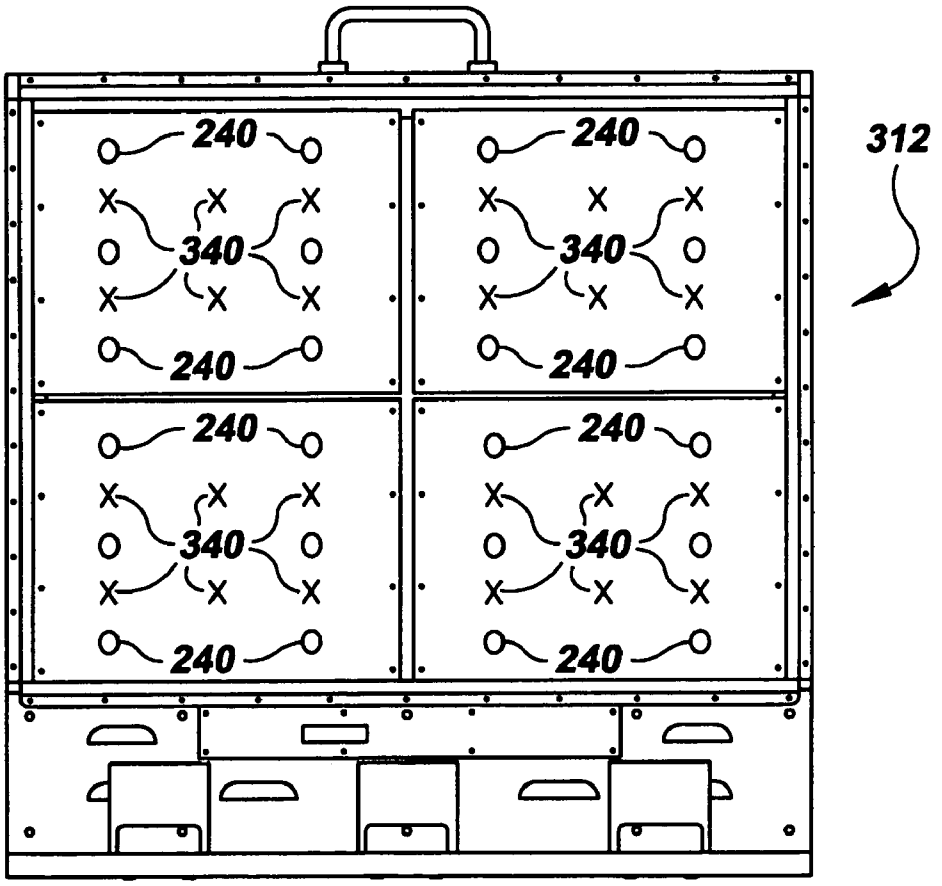
FIG. 13



FLAMELESS FIRE EXTINGUISHER TRAINING METHODS AND APPARATUS

TECHNICAL FIELD

The present invention relates to fire extinguisher training methods and apparatus, in particular, flameless fire extinguisher training methods and apparatus comprising electronic control of a simulated flame and sensors adapted to detect the application of extinguishants directed toward the simulated flame.

BACKGROUND OF THE INVENTION

Employing proper technique when using a fire extinguisher can be the difference between survival and death. Though ostensibly simple in operation, the proper use of a fire extinguisher is typically beyond the knowledge of the average citizen. Proper use of a fire extinguisher typically requires training and practice. However, it is often desirable to avoid the creation of an open flame when training or practicing fire extinguisher techniques. For example, it is undesirable to create a flame in certain environments were flames are hazardous, for instance, aboard ship or where combustible materials, for example, petroleum products, are near by. Thus there is a need in the art for fire extinguisher training methods, systems, and apparatus that do not generate a flame, that is, are flameless.

Since the need for proper fire extinguisher training is recognized, there have been many prior art attempts to provide fire extinguisher training devices. However, many of these prior art devices employ some form of open flame. For example, US patent application 2005/0202379; U.S. Pat. No. 5,927,990; and U.S. Pat. No. 5,447,437, among others, all generate some form of open flame. In addition, there have also been attempts in the prior art to provide fire extinguisher training devices that do not generate an open flame. For example, published U.S. patent application 2004/0191736; U.S. Pat. No. 6,129,552; and U.S. Pat. No. 4,001,949, among others, provide fire extinguisher training devices that do not generate open flame. However, many of these prior art methods are characterized by limitations and disadvantages that limit their practical application, for example, requiring large structures that limit portability or not being adaptable to varying fire characteristics that limit their usefulness. Thus, regardless of the strides that have been made to provide effective fire extinguisher training devices, a need still exists for improved methods and devices, for example, improved portable and adaptable methods and devices. Aspects of the present invention overcome many of the limitations and disadvantages of these and other prior art methods and devices.

SUMMARY OF THE INVENTION

Aspects of the present invention provide advantageous methods and apparatus for training, for example, firefighters and other public safety personnel, in the proper handling and use of a fire extinguisher. However, unlike prior art training devices, aspects of the present invention are devoid of any open flame. That is, aspects of the invention may provide fire extinguisher training in environments where open flames are undesirable or hazardous, for example, aboard ship or adjacent flammable material. Aspects of the invention can be used for informal training or for formal training, for example, for certification of firefighters and others.

One aspect of the invention is a fire extinguisher training apparatus including a display adapted to display a varying light pattern simulating a dynamic flame; at least one sensor adapted to detect a stimulus emitted by one of a fire extinguisher and a fire extinguisher simulator and output a signal corresponding to the detected stimulus; and one or more processors adapted to receive the output from the at least one sensor and vary the light pattern simulating the dynamic flame on the display in response to the stimulus detected by the at least one sensor. The display may include a plurality of light source, for example, a plurality of light-emitting diodes (LEDs). In one aspect, the stimulus emitted by one of a fire extinguisher and a fire extinguisher simulator comprises one of an electromagnetic signal, a pressure wave signal, a fluid stream, and a solid particle stream. In another aspect, the apparatus includes a controller adapted to regulate the operation of the apparatus, for example, regulate the operation of the apparatus in compliance with a predetermined algorithm, such as an algorithm corresponding to a U.S. fire class A, class B, class C, class D, or class K fire.

Another aspect of the invention is a fire extinguisher training method including displaying a varying light pattern simulating a dynamic flame; detecting a stimulus emitted by one of a fire extinguisher and a fire extinguisher simulator and generating an output signal corresponding to the detected stimulus; and processing the output from the at least one sensor and varying the light pattern on the display in response to the stimulus detected by the at least one sensor. In one aspect, the method further comprises detecting the orientation of the fire extinguisher or the fire extinguisher simulator and displaying a point of impact of the stimulus on the display.

Another aspect of the invention is a fire extinguisher training apparatus including a display having a plurality of light emitting diodes and a controller adapted to vary illumination of the light emitting diodes to simulate a dynamic flame; a plurality of sensors, for example, mounted adjacent the display, the plurality of sensors adapted to detect a stimulus emitted by one of a fire extinguisher and a fire extinguisher simulator and output a signal corresponding to the detected stimulus; and one or more processors adapted to receive the output from the plurality of sensors and vary the illumination of the light emitting diodes on the display in response to the stimulus detected by the plurality of sensors. In one aspect, the stimulus may be an infrasonic, an audible, or an ultrasonic stimulus.

A further aspect of the invention is a fire extinguisher simulator adapted to emit a stimulus detectable by the fire extinguisher training apparatus recited above, the fire extinguisher simulator including a housing adapted to be held by a trainee; a source of stimulus mounted in the housing; and means for actuating the source of stimulus. In one aspect, the source of stimulus comprises a transmitter adapted to emit electromagnetic radiation, pressure waves, a fluid, or a solid.

A still further aspect of the invention is a fire extinguisher training apparatus including a display adapted to simulate a dynamic flame; at least one sensor adapted to detect a stimulus emitted by one of a fire suppressing device and a fire suppressing device simulator and output a signal corresponding to the detected stimulus; one or more processors adapted to receive the output from the at least one sensor and generate a flame control signal adapted to vary the dynamic flame on the display in response to the stimulus detected by the at least one sensor; and means for varying the generated flame control signal in accordance with at least one predetermined algorithm. In one aspect, the predetermined algorithm may be a plurality of algorithms corresponding to a class of fire, for instance, one or more of U.S. fire class A-D and K or European fire class A-F.

Finally, another aspect of the invention is a fire extinguisher training method including providing a display adapted to simulate a dynamic flame; providing at least one sensor adapted to detect a stimulus emitted by one of a fire suppressing device and a fire suppressing device simulator and output a signal corresponding to the detected stimulus; emitting a stimulus from one of the fire suppressing device and the fire suppressing device simulator; detecting the stimulus from the at least one sensor and generating a sensor output; generating a flame control signal from the sensor output, the flame control signal. adapted to vary the dynamic flame on the display in response to the stimulus detected by the at least one sensor; and varying the flame control signal in accordance with at least one predetermined algorithm. Again, the predetermined algorithm may be a plurality of algorithms corresponding to a class of fire, for instance, one or more of U.S. fire class A-D and K or European fire class A-F.

These and other aspects, features, and advantages of this invention will become apparent from the following detailed description of the various aspects of the invention taken in conjunction with the accompanying drawings

BRIEF DESCRIPTION OF THE DRAWINGS

The subject matter, which is regarded as the invention, is particularly pointed out and distinctly claimed in the claims at the conclusion of the specification. The foregoing and other objects, features, and advantages of the invention will be readily understood from the following detailed description of aspects of the invention taken in conjunction with the accompanying drawings in which:

FIG. **1** is a perspective view of a schematic illustration of a system comprising a fire extinguisher training apparatus according to one aspect of the invention.

FIG. **2** is a perspective view of the fire extinguisher training apparatus shown in FIG. **1**.

FIG. **3** is a front elevation of the fire extinguisher training apparatus shown in FIG. **2** with front panels removed.

FIG. **4** is a cross section of the fire extinguisher training apparatus shown in FIG. **3** as viewed along section lines **4-4** in FIG. **3**.

FIG. **5** is a perspective view of a controller shown in FIG. **1** according to another aspect of the invention.

FIG. **6** is a front elevation view of the controller shown in FIG. **5**.

FIG. **7** is a perspective view of a nozzle simulator according to another aspect of the invention.

FIG. **8** is a top plan view of the nozzle simulator shown in FIG. **7**.

FIG. **9** is a cross sectional view of the nozzle simulator shown in FIG. **8** as viewed along section lines **9-9** in FIG. **8**.

FIG. **10** is a perspective view similar to FIG. **1** of a schematic illustration of a system according to another aspect of the invention.

FIG. **11** is a schematic flow diagram of the hardware operation of another aspect of the invention.

FIG. **12** is perspective view similar to FIG. **10** of a schematic illustration of another system according to aspects of the invention.

FIG. **13** is a front elevation view similar to FIG. **3** of a fire extinguisher training apparatus with front panels removed according to another aspect of the invention.

DETAILED DESCRIPTION OF THE INVENTION

FIG. **1** is a perspective view of a schematic illustration of a system **10** showing a typical use of fire extinguisher training apparatus **12**, according to one aspect of the invention, by a user or trainee **14** and a facilitator or trainer **16**. As will be discussed below, training apparatus **12** includes a display **13** illustrating a dynamic flame and a plurality of sensors **15**. According to this aspect of the invention, trainee **14** manipulates fire extinguisher or fire extinguisher simulator **18** and directs the extinguisher or simulator **18** towards training apparatus **12** and emits a stimulus, for example, a fluid or ultrasonic signal, detectable by sensors **15**. According to aspects of the invention, training apparatus **12** is adapted to vary the display of dynamic flame on display **13** in response to the stimulus received from fire extinguisher or fire extinguisher simulator **18**, for example, "extinguishing" the flame on display **13** above a sensor **15** that detects an appropriate stimulus from fire extinguisher simulator **18**. The operation of training apparatus **12** may be controlled by trainer **16** by means of a controller **20** which may interface with apparatus **12** wirelessly or via a wire or cable **22**.

It will be understood that aspects of the invention may be implemented using a fire extinguisher, fire extinguisher simulator **18**, any fire suppressing device, or any fire suppressing device simulator. However, to facilitate the following discussion, the term "extinguisher **18**" will be used substantially throughout when referring to fire extinguisher, fire extinguisher simulator **18**, any fire suppressing device, or any fire suppressing device simulator. It will be understood that reference to "extinguisher **18**" may imply an actual fire extinguisher, a fire extinguisher simulator, a fire hose, a fire hose simulator, a fire hose nozzle, a nozzle simulator (for example, the nozzle simulator shown in FIGS. **7-9**), combinations thereof, or any device adapted to perform the function or simulate the performance of the function of an actual fire suppression device or fire extinguisher.

FIG. **2** is a perspective view of the fire extinguisher training apparatus or trainer **12** shown in FIG. **1**. As shown, trainer **12** may include a housing **24**, for example, a sheet metal or molded plastic housing, having a top **26**, a bottom **28**, sides **30**, and a back **32**. According to the present invention, trainer **12** includes a display **13** and a sensor panel **34** mounted to the front of housing **24**. Sensor panel **34** may include at least one sensor **15**, but may typically include a plurality of sensors **15**. Trainer **12** also typically includes some form of logic and control system (not shown) that is adapted to regulate and control the operation of the trainer **12**, for example, display **13**. In one aspect of the invention, trainer **12** is lightweight and portable and can include one or more handles **36** mounted to top **26**, sides **30**, or back **32** of trainer **12**.

According to aspects of the present invention, sensors **15** are provided to detect a stimulus emitted by extinguisher **18**, for example, to determine where trainee **14** is aiming the output of extinguisher **18**. Though in the aspect of the invention shown in FIGS. **1** and **2**, sensors **15** are mounted to training apparatus **12**, in one aspect, sensors **15** may be provided anywhere in the vicinity of training apparatus **12** where a stimulus emitted by extinguisher **18** may be detected. For example, one or more sensors **15** may be remote from training apparatus **12** and one or more sensors **15** may be spaced about the vicinity of training apparatus **12**, for example, spaced about a room containing training apparatus **12**. Through appropriate signal manipulation and/or processing, the remote sensors may be used to determine the relative direction or point of contact of the signal emitted by extinguisher **18** and effect the appropriate variation in flame pattern on display **13**. One or more sensors **15** may detect any stimulus emitted by extinguisher **18**, for example, extinguisher **18** may emit and sensors **15** may detect a wavelength of radiation within the electromagnetic spectrum, for example, visible

light, radio waves, or microwaves; a pressure wave, for example, a sonic signal, simply the noise generated by extinguisher **18**, or a voice command from trainee **14** or trainer **16**; a fluid emitted by extinguisher **18**, for example, a fire extinguishing agent, such as water, an air-water mixture, carbon dioxide, sodium bicarbonate, cornstarch; a fluid simulating an extinguishant; a solid, for example, a solid particulate; and combinations thereof. The class of radiation within the electromagnetic spectrum that may be detected by sensors **15** includes, but is not limited to, ultraviolet (UV), visible, infrared (IR), far infrared, microwaves, and radio frequency (RF), and combinations thereof. According to the present invention, the term "sonic" includes any stimulus transmitted by compression waves in a medium, such as air, for example, from the infrasonic waves, to audible waves (about 20 to about 20,000 Hz), to ultrasonic waves. In one aspect of the invention, sensors **15** may comprise ultrasonic sensors, for example, piezoelectric ultrasonic sensors provided by Murata Manufacturing Company, or their equivalent.

In one aspect, the sensors **15** may also be adapted to detect audible directives, for example, verbal directives from trainee **14** or trainer **16**. Audible directives may include but are not limited to oral/verbal directives given by trainee **14** or trainer **16** or by an artificial voice synthesizer/digital voice. Sensors **15** or trainer **12** in general may also be adapted to receive electronic-based directives or orders, such as those that can be given by computer, minicomputer, or a personal digital assistant (PDA). In addition to the pressure waves mentioned above, in one aspect, sensors **15** may be adapted to detect wave patterns, for example, repeating patterns of high pressure and low pressure regions moving through a medium, for instance, as can be provided by sound patterns or vibration patterns emitted by a fire suppressing device, such as a fire extinguisher.

The one or more sensors **15** mounted to sensor mounting panel **34** communicate with the control and logic system of trainer **12**. The communication between sensors **15** and the control and logic system may be wired or wireless communication

The invention includes a display screen or panel, for example, one or more modular display screens or panels, which may be connected in series and/or in parallel with a logic and control system of trainer **12**. Each display panel contains numerous light sources (for example, LEDs that may be of the same or different color) arranged in a two- or three-dimensional array. In one aspect, a 3-dimensional array may be provided by a plurality of 2-dimensional arrays. These light sources may be illuminated in accordance with one or more simulated flame generation algorithms that are determined by the logic and control system in trainer **12**. FIG. **3** is a front elevation of trainer **12** shown in FIG. **2** with front panel **13** and sensor panel **34** removed to expose the internal structures of trainer **12**. FIG. **4** is a cross section of trainer **12** shown in FIG. **3** as viewed along section lines **4-4** in FIG. **3**. In FIG. **4**, front panel **13** is shown in an exploded view as a plurality of panels **38** and **39**.

As shown in FIG. **3**, according to aspects of the invention, trainer **12** includes a least one, but typically, a plurality of light sources **40**, for example, a plurality of light sources **40** evenly distributed about the inside of housing **24**, for instance, evenly distribute behind panel **13**. In another aspect, panel **13** may comprise light guides, a CRT, a monitor, for example, flat screen monitor, or a liquid crystal display, among other types of displays, upon which a varying light pattern may be displayed. Light sources **40** may be mounted on one or more panels **42** mounted in housing **24**, for example, by means of conventional mechanical fasteners. Light sources **40** may comprise incandescent lights, fluorescent lights, electroluminescent lights (that is, "EL" lights), plasma lights, lasers, or light emitting diodes (LEDs). In one aspect of the invention, panels **42** may be printed circuit boards (PCBs) and light sources **40** may comprise a plurality of LEDs mounted to PCBs **42**. In one aspect, training apparatus **12** may include from about **1** to over **5** million light sources **40**, for example, LEDs evenly distributed about one or more PCBs **42**. Training apparatus **12** may include about 100 to about 100,000 LEDs, for example, between about 500 and about 2000 LEDs. For example, in one aspect, an array of 11×14 LEDs evenly spaced at a 1-inch horizontal and vertical pitch may be mounted on panels **42**. One such panel may be a part number FPP-1 provided by BullEx Digital Safety of Menands, N.Y.

As shown in FIG. **3**, trainer **12** also includes a PCB **44** containing hardware comprising the control and logic system of trainer **12**. The control and logic system on PCB **44** receives input from sensors **15** and directs corresponding output signals to light sources **40** to display the appropriate flame pattern on display **13**. The control and logic system may generate a flame control signal from the input from sensors **15** where the flame control signal is adapted to vary the dynamic flame on display **13** in response to the stimulus detected by sensors **15**. In one aspect, the flame control signal may be varied in accordance with at least one predetermined algorithm, for example, an algorithm associated with a type of fire (class A, B, etc.). The control and logic system on PCB **44** may also be adapted to receive external input, for example, from one or more controllers **20** or other trainers **12**. The control and logic system on PCB **44** may also be adapted to direct output to other auxiliary devices such as smoke generating devices, printers, or other displays.

According to the present invention PCB **44** may include an interface for receiving signals from sensors **15**, appropriate logic and control devices **45**, and an interface with the light sources **40**. The logic and control devices **45** may include a central processing unit (CPU), random access memory (RAM), read only memory (ROM), an internal memory storage device, software, and functional algorithms and the like. The CPU interprets the inputs from sensors **15** based upon internal programming and set parameters, and automatically provides an output to light sources **40** in response to the inputs. Parameters used to evaluate the sensor inputs may include, but are not limited to, inputs received per unit time, total number of inputs per total training time, user distance from trainer **12**, user location relative to trainer **12**, the direction of orientation or aim of the fire extinguisher **18**, and the like. If the control unit determines the trainee **14** is using the correct technique to extinguish the simulated fire, an output is automatically provided. The plurality of light sources **40** may be controlled by a microprocessor (not shown) mounted on PCB **44**, mounted on PCB **42**, or mounted elsewhere in housing **24**.

Trainer **12** may also include one or more power supplies **46**, though in one aspect of the invention, power may be provided by an external means, for example, from a wall outlet or dedicated external power supply. The power supplies **46** may comprise conventional batteries, for example, sealed lead acid batteries provided by Power-Sonic Corporation, or their equivalent. As shown in FIGS. **3** and **4**, housing **24** may include one or more vents **25** to allow generated heat to escape from housing **24**. In one aspect, housing **24** may include one or more cooling fans (not shown) to enhance the removal of heat from the inside of housing **24**.

As shown in FIG. **4**, front panel **13** may comprise one or more transparent or translucent panels **38** and **39**. According to the present invention, panels **38** and **39** are adapted to vary

the direction of the light emitted by light sources **40**, for example, to enhance the realism of the simulated light display provided by trainer **12**. The effect of panels **38** and **39** on the path of the light emitted by sources **40** may be similar or different. For example, in one aspect, both panels **38** and **39** may diffuse the light or focus the light emitted from light sources **40**. In another aspect, the effect of panels **38** and **39** may be different, for example, inner panel **39** may first diffuse the light emitted from light sources **40** and then outer panel **38** may further diffuse or spread the light out after diffusion by inner panel **39**. One or more panels **38**, **39** may be used to provide a desired flame display, for example, 3 or more, or 5 or more panels. Panels **38** and **39** may be made from glass or plastic, for example, a translucent or transparent polyamide (PA), for example, nylon; a polyamide-imide; a polyethylene (PE); a polypropylene (PP); a polyester (PE); a polytetrafluouroethylene (PTFE); an acrylonitrile butadiene styrene (ABS); a polycarbonate (PC); or a vinyl, such as, polyvinylchloride (PVC), among other plastics. Panels **38** and **39** may be mounted to housing **24** by conventional means, for example, by means of mechanical fasteners or panels **38** and **39** may engage channels in housing **24**, for example, elongated horizontal channel **47** and vertical channels **48** and **49** in housing **24**. In one aspect, outer panel **38** may be a polystyrene panel and inner panel **39** may be a polycarbonate panel, for example, lens covers typically provided for banks of fluorescent lights.

In addition to displaying a flame pattern, display **13** may also display alphanumeric information, for example, trainee performance measurement data, current training trial number, training settings, trainee or trainer identification, trainee expertise level, trainer expertise level, and the like.

FIG. **5** is a perspective view of controller **20** shown in FIG. **1** according to another aspect of the invention. FIG. **6** is a front elevation view of controller **20** shown in FIG. **5**. As described above, controller **20** may be used to remotely control the operation of trainer **12**, though in one aspect, controller **20** may be mounted in, on, or to the housing **24** of trainer **12**. As shown in FIG. **1**, controller **20** may interface with the logic and control system on PCB **44** of trainer **12** via cable or wire **22** or wirelessly, for example, by radio or microwave transmission. One or more controllers **20** may be provided. At least one, but typically all the command and control parameters and program selection for trainer **12** may be input via controller **20**.

As shown in FIGS. **5** and **6**, controller **20** includes a housing **50**, for example, a molded plastic housing, for instance, an ABS or a polycarbonate. The housing may include a display **52**, for example, alphanumeric liquid crystal display, and at least one button or knob for trainer input. For example, controller **20** may include an ignition button **54** that energizes trainer **12** and initializes the logic and control system on PCB **44** for subsequent trainer input. Controller **20** may also include at least one knob **56** to vary the algorithm that controls the operation of trainer **12** and the response of the logic and control system to the stimulus detected by sensors **15**. For example, knob **56** may vary the control algorithm to simulate a flame typical of a U.S. class A, B, C, D, or K type fire and/or a European class A, B, C, D, E, or F type fire. Controller **20** may also include at least one knob **58** to vary the algorithm that controls the operation of trainer **12** and the response of the logic and control system to the level of performance of the trainee, for example, a beginner may be exposed to a fire extinguisher training algorithm of level I while a seasoned firefighter may be exposed to an algorithm of level **4**. Other trainer inputs may also be provided for inputting length of training time, name of trainee or trainer, and trainee personal data, among other things. Controller **20** may typically include a CPU, RAM, ROM, and an internal memory storage device, among other devices.

Controller **20** may be adapted to control one or more attributes of the simulated flame displayed on display **15**. For example, controller **20** and the logic and control system on PCB **44** may be adapted to display and control the simulation of various types of fires, for instance, a class A fire, a class B fire, a class C fire, and the like. Attributes of each type of fire that may be regulated include, but are not limited to, flame shape, flame height, flame volume, burn rate, growth rate, extinguishing ease, flashover, visual effects, and combinations thereof. Control of other parameters via a selection of various preprogrammed algorithms or scenarios may also be programmed into the logic and control system of training apparatus **12**.

Controller **20** and the logic and control system on PCB **44** may include one or more expansion ports to allow trainer **12** to communicate with other devices, for example, other trainers **12**, controllers **20**, and auxiliary devices, among other devices. Data changes, parameter changes, programming changes, and the like may be received and transmitted between controller **20** and PCB **44** and any device interfaced with trainer **12**. The logic and control system on PCB **44** may include interfacing ports such as USB ports, pin ports, jacks, and the like, for example, for connecting temporary or flash memory devices. Such devices include, but are not limited to, flash drives, external memory storage and transfer devices, and the like.

Controller **20** and the logic and control system on PCB **44** may include communication ports that allow trainer **12** to communicate information such as user performance, current training trial number, training settings, trainee identification, trainer identification, trainee expertise level, trainer expertise level, and the like to media other than the display or the hand-held control device. Such media include, but are not limited to, printers, other computer terminals, scoreboards, and electronic display boards, other hand-held devices such as a personal digital assistant (PDA), a cell phone, a Blackberry-type device, and combinations thereof.

The logic and control system on PCB **44** typically also communicates with a simulated flame generation unit associated with light sources **40**. The simulated flame generation unit controls the energizing of light sources **40** in response to commands received from the logic and control system on PCB **44**. The logic and control system may communicate with the simulated flame generation unit via a cable or wirelessly, but in one aspect, the simulated flame generation unit may also be mounted on PCB **44**, for example, as a single piece of hardware.

One aspect of the present invention is a flame suppression apparatus that simulates the visual, audio, and/or tactile effects of discharging an actual fire extinguisher without the cleanup and hazardous conditions that may typically result. The apparatus may simulate the physical characteristics of a real fire extinguisher such as weight, shape, mechanical movement, and inertia. The apparatus may also incorporate a simulated discharge ability such as being able to project or create the illusion of projecting a substance that would allow the user to see where the user would be extinguishing if they were using a real fire extinguisher.

In one aspect of the invention, any stimulus emitting device or transmitter may be provided that can emit a stimulus that is detectable by sensors in training apparatus **12**, for example, sensors **15**. This transmitter may be an isolated individual transmitter or may be mounted to or operatively adapted to a fire suppression device to simulate the use of the fire suppres-

sion device. In one aspect, the fire suppression device to which a transmitter may be mounted may include a fire extinguisher, a simulated fire extinguisher, a fire hose, a simulated fire hose, a hose, a simulated hose, or combinations thereof. The expression "operably adapted" may mean, for example, that the transmitter may be configured or mounted to the fire suppression device such that the user of the fire suppression device is capable of activating the transmitter. In another aspect, the transmitter may be integrated into any of the fire suppression devices mentioned above. Integration of the transmitter into a fire suppression device may not be limited to integration into a fire extinguisher or fire hose but may include integrated into any part of a fire suppression device. For example, a transmitter may be mounted, for instance, removably mounted, to a fire suppression device, by conventional means, for example, by mechanical fasteners, welding, a snap fit, or by an adhesive, such as glue, epoxy resins, or adhesive tape, among other means. One means of providing a transmitter integrated into a fire suppression device according to one aspect of the invention is illustrated in FIGS. **7-9**.

FIG. **7** is a perspective view of a nozzle simulator **60** according to another aspect of the invention. Nozzle simulator **60** functions to emit a stimulus that is detectable by a training apparatus, for example, trainer **12** shown in FIGS. **1-4**, to assist in the training of, for example, a safety professional, in the proper use of a fire extinguisher. FIG. **8** is a top plan view of nozzle simulator **60** shown in FIG. **7** and FIG. **9** is a cross sectional view of nozzle simulator **60** shown in FIG. **8** as viewed along section lines **9-9** in FIG. **8**. Nozzle simulator **60** includes a housing **62** and an actuator **64**, for example, a lever actuator, positioned and shaped to mimic the appearance of a conventional fire fighting hose nozzle and actuator, for example, a Quadra Fog nozzle provided by Task Force Tips, Inc., or its equivalent. Simulator housing **62** may include a hex-nut-type structure **63** to further simulate the appearance of an actual fire hose nozzle. Simulator **60** may also include a length of fire hose **66** (shown in phantom) and fire hose **66** may be weighted to simulate a water filled hose, though in one aspect, no fire hose may be provided. According to aspects of the present invention, simulator **60** does not discharge water or flame retardants, but is adapted to emit a stimulus, for example, electromagnetic radiation or pressure waves (for example, infrasonic, audible, or ultrasonic waves) that can be detected by a training apparatus, for example, trainer **12** shown in FIGS. **1-4**.

As shown in FIGS. **7-9**, housing **62** of simulator **60** may include a cylindrical section **68** and a conical section **70**, again, mimicking a conventional fire hose nozzle. Housing **62** may be metallic, for example, brass or steel, or plastic; for example, one or more of the plastics listed above. However, unlike conventional fire hose nozzles, simulator **60** includes an actuator transducer **72** and at least one transmitter **74** adapted to emit a signal upon actuation of actuator transducer **72** by actuator **64**. For example, transducer **72** may be a potentiometer, the resistance of which is varied by the movement of actuator **64** whereby an electric signal, for example, a 4-20 mA signal or a 0-1 VDC signal, is transmitted to and activates one or more transmitters **74** via a cable or wire **75**. Transmitters **74** may be mounted in a plate **77** which may be mounted in conical section **70** of housing **62**. Transducer **72** may receive power from wire or cable **76**, for example, from an external power source or from one or more internal batteries **78** (see FIG. **9**).

The one or more transmitters **74** may be electromagnetic energy transmitters, for example, radio or microwave transmitters, or pressure wave transmitters, for example, infrasonic, audible, or ultrasonic transmitters. Though six equally spaced transmitters **74** are shown in FIG. **7**, one or more transmitters may be used, for example, 3 or more equally spaced transmitters may be used. In one aspect, the one or more transmitters may be piezoelectric ultrasonic transmitters provided by Murata, or their equivalent.

Another aspect of the invention includes at least one modified flame suppression device that may release a substance comprising an actual extinguishant, any substance that will simulate actual extinguishant, or a stimulus characteristic of an actual extinguishant. The simulated or actual extinguishant may include a gas, such as air; a mixture of air and water vapor; a commercially available "smoke" product; a solid, such as, a dust or powder; or any other visible fluid. When a mixture is used, the mixture may be pre-mixed, or mixed at any point before, during, or after the escape of components of the mixture from the holding tank or vessel for the components. The release of the extinguishant from the fire extinguisher or the simulated fire extinguisher may be effected by a plurality of mechanisms, such as pressurized air or a pumping device. In one aspect, when the extinguishant includes an air and water mixture, a water reservoir may be provided to provide a source of water. Water may be provided as a liquid or vapor. The water may be carried using a pressurized hose, self pressurized tank, pressurized air when the user compresses the extinguisher handle, a siphon mechanism, or pumping mechanism. Multiple flame suppression devices, such as extinguishers, may be used, simulating the need to choose between U.S. class A, B, C, D, or K type extinguishers and/or a European class A-F type extinguisher for the type of fire. The simulated effect of these extinguishers may be a function of the type of fire simulated, and the type of extinguisher used.

FIG. **10** is a perspective view similar to FIG. **1** of a schematic illustration of as system **110** having one or more fire extinguisher training apparatus **112**, according to one aspect of the invention, employed by user or trainee **114** and/or a facilitator or trainer **116**. Unlike system **10** shown in FIG. **1**, system **110** may include a plurality of trainers **112**, providing a plurality of displays **113** illustrating a dynamic flame and a plurality of sensors **115**. The plurality of trainers **112** may be positioned adjacent to or at a distance from each other, for example, in separate rooms or in separate distant locations (and may communicate over the internet or some other wired or wireless communication system). According to this aspect of the invention, trainee **114** manipulates fire extinguisher or fire extinguisher simulator **118**, for example, having a nozzle simulator **60** shown in FIGS. **7-9**, and directs the extinguisher **118** towards the plurality of trainers **112** and emits a stimulus detectable by sensors **115**. Again, the stimulus emitted by extinguisher **118** and detected by sensors **115** may be an electromagnetic stimulus, a pressure wave, sonic wave, a solid, or a fluid, as discussed above. According to aspects of the invention, training apparatus **112** may comprise all the features and characteristics of trainer **12** shown and described with respect to FIGS. **1-4**. The operation of system **110** may be controlled by trainer **116** by means of one or more controllers **120** which may interface with apparatus **112** wirelessly or via a cable **122**, a junction box **123**, and cables **124**. In one aspect, instead of multiple trainers **112**, one or more trainers **112** may communicate with multiple displays **113**. In another aspect, display **113** of trainer **112** may comprise a single large display, for example, encompassing one or more walls or a ceiling of a room.

In one aspect of the invention, system **10** (or system **10** of FIG. **1**) may include auxiliary equipment to enhance the realism of the training experience, for example, a smoke generating device, a sound generating device (for example,

projecting the sounds of an engulfed structure, the calls from trapped victims, or an evacuation signal, such as an evacuation horn), further lighting effects, or other special effects to enhance the training experience. For example, as shown in FIG. **10**, system **110** may include one or more smoke generating devices **150**. As shown in FIG. **10**, an auxiliary device, such as smoke generating device **150**, may interface with system **110** wirelessly or via junction box **123** and cable **126**.

FIG. **11** is a schematic flow diagram **200** of the hardware operation according to aspects of the invention, for example, for systems **10** and **110** shown in FIGS. **1** and **10**, respectively. As shown in FIG. **11**, the principle components of systems **10** and **110** are the plurality of sensors **205**, for example, ultrasonic sensors; one or more processors **210**, for example, microcontroller that implements digital signal processing (DSP); and a simulated flame display **215**, for example, having a plurality of evenly spaced LEDs or other light sources **220**. As is typical of aspects of the present invention, processors **210** may implement a conventional feedback control loop, for example, a Proportional-Integral-Derivative (that is, PID) control loop, to vary the simulated flame on display **215** in response to the stimulus detected by sensors **205** and one or more predetermined algorithms. These devices may be augmented with additional devices to provide enhancements to the present invention.

For example, flow diagram **200** includes a controller **202** that interfaces with processor **210** via communications link **204**. Controller **202** may comprise a controller such as controllers **20** and **120** described above and include all the attributes and characteristics of controllers **20** and **120**, for example, include trainer input and output of trainee performance. Communications link **204** may be a conventional communications link, for example, an RS-485 transducer and cable or, when wireless communication is desired, a Linx Wireless Radio transceiver module, or their equivalent.

Diagram **200** also includes the option of interfacing with additional systems or controllers **206** via communications link **204**, for example, links to one or more other controllers **202** or processors **210**.

The signals transmitted by sensors **205** may be amplified or otherwise processed by a signal processor **208** prior to being forwarded to processor **210**. Signal processor **208** may include frequency filtering, phase filtering, and amplification of the signals received and transmitted by sensors **205**. Signal processor **208** may comprise an off-the-shelf processor or discrete components, such as op-amps, etc., such as TL084 Op-amps provided by Texas Instruments, or their equivalent.

The output from processor **210** may be transmitted to display **215** via a screen or display controller **212**, for example, a microcontroller. In one aspect of the invention, controller **212** may be associated with or integral with processor **210** or be associated with or integral with display **215**. Controller **212** may comprise a 56800 series Microcontroller/DSP Hybrid controller provided by Motorola, or its equivalent. Display **215** may include one or more shift register drivers **214** to drive the operation of the light sources **220**, for example, LEDs.

As shown in FIG. **11**, auxiliary input and output devices **216** may also be interfaced to the system via processor **210**. For example, smoke generating devices (as shown in FIG. **10**), digital storage devices, memory devices, expansion ports, and input and output devices (such as displays or printers) may be included.

According to one aspect of the invention, the logic and control system of training apparatus **12** or **112** may comprise a feed-back control loop style of control comprising at least one of proportional control loop, an integral, and a derivative control loop (that is, a PID-type control loop). The output of the control loop may represent the various strengths of the simulated flame for predefined areas of display **13** or **113** for example, predefined arrays or columns of LEDs. For instance, an output level of 30% from the control loop can correspond to any mapping of display **13**, for example, 30% of the LEDs in one or more columns in an LED array. For example, in one aspect, a 30% control output level may correspond to a 10% simulated flame level for a class B fire simulation. The input to the control loop of the logic and control system may typically be at least one input from the one or more sensors **15** or **115**, an input from a signal processing system, an input from external controller **20** or **120**, an input from the trainee **14**, **114** or trainer **16**, **116**, a stimulus from extinguisher **18**, **118**, or an input from another control loop running within the apparatus **12** or in the vicinity of the apparatus **12**. The logic and control system may also include end points for the control loop that determine where the output must be for the invention to consider that the simulated flames have been extinguished. For example, these end points may be used in such a way that a 20% control output endpoint may be set for a class A fire to be considered extinguished, or a 2% control output endpoint may be required for a class B fire to be extinguished. Other endpoint values may be provided for other class fire simulations or other flame simulations. The coefficients for one or more of the control settings may be changed dynamically to represent, for example, different classes of fire, varying training difficulty, or simulation parameters. In one aspect, the dynamics and response of a various classes of fire can be characterized by different PID loops and output/input mappings. For instance, the logic and control system may be able to change or vary the control loop settings and mappings that are used to generate a simulated fire to allow users to train and familiarize themselves to the characteristics of different classes of fire. The characteristics and responses of these different classes of fire to extinguishant and natural growth, as well as smoke parameters, etc. are typically known in the art and can be incorporated into the logic and control system as desired.

According to one aspect of the invention, a portable fire extinguisher training apparatus is provided and may be operated in the following manner. The following discussion will reference system **10** shown in FIG. **1**, but other aspects in other figures may be referenced to facilitate the description of the invention. First, controller **20** may be used to activate training apparatus **12**, for example, by depressing the ignition switch **54** shown in FIGS. **6** and **7**. The logic and control system in training apparatus **12** then prompts the user through display **52** in controller **20** or display **13** to select the parameters or test programs to be used in the training session. The user may be trainee **14** or trainer **16**. In this example, trainee **14** is the user and the trainer **16** is conducting the training session. Parameters that may be selected via controller **20** or display **13** may include, but are not limited to, the date, time, trainee identification, trainer identification, trainee experience, stimulus used (for example, ultrasonic or radiographic), flame height, burn rate, training time, input sensitivity, type of fire or extinguisher (that is, A, B, C, etc.), degree of difficulty desired, and the like. In one aspect, any devices in communication with the logic and control system on PCB **44** via the communication ports that has the appropriate software, identification codes, or logic system may be capable of providing the trainee or trainee input or conducting the training session.

In this exemplary training session according to one aspect of the invention, the extinguisher **18** used by trainee **14** comprises the hose nozzle simulator **60** shown in FIG. **7-9** having transducer **72** and one or more ultrasonic transmitters **74**.

Simulator **60** may be mounted to a water filled fire hose, for example, as shown in FIG. **10**. Alternatively, in another aspect, trainee **14** may manipulate an actual fully charged fire extinguisher and the noise resulting from the expulsion of a fire-extinguishing agent when the fire extinguisher lever is depressed can provide the stimulus detected by sensors **15** on trainer **12**.

Trainer **16** may initiate the training session by inputting the appropriate command into hand-held controller **20** and controller **20** forwards a signal to the logic and control system of trainer **12** to ignite a simulated flame on display **13** according to the desired protocol algorithm. The actual training of trainee **14** may start when trainer **16** signals trainee **14** (for example, with a visual or audible signal or a count down on display **13**) to begin extinguishing the fire. Trainee **14** then picks up extinguisher **18** having simulator **60**, rotates the extinguisher simulator lever **64** effectuating the operation of transmitters **74** (optionally trainee **14** may pull the pin of an actual fire extinguisher), and transmits an ultrasonic signal simulating a fire extinguishant toward trainer **12**. In another aspect, no transmitter **74** may be used, but the directional noise of expelling extinguishant provides the stimulus directed toward trainer **12**. As trainee **14** is aiming the simulator **60** toward the simulated flame on display **13**, the transmitters **74** emit a signal in substantially the same direction as an actual nozzle is aimed. In another aspect, the stimulus emitted by extinguisher **18** may be characterized by not providing a stimulus in the desired direction, but in substantially all other directions. For example, fire extinguisher **18** may "illuminate" (that is, with any form of electromagnetic radiation) substantially the entire display **13**, but not illuminate the point of contact or the point of direction of extinguisher **18**. The sensors and logic and control system of training apparatus **12** may be provided accordingly to detect and display the resulting flame pattern.

In one aspect, in order to extinguish the simulated fire, trainee **14** aims the extinguisher **18** toward the base of the flame display, for example, in the direction of sensors **15**, and moves extinguisher **18** back and forth in a lateral motion. This back and forth motion is one technique used to extinguish a fire in a real life emergency situation and, in this example, is the technique that is programmed for this particular training session. As extinguisher **18** is swept back and forth in lateral motion, using the aforementioned technique, the signals emitted by transmitters **74** contact the sensors **15** on trainer **12**. Sensors **15** detect the ultrasonic signals transmitted by transmitters **74** and communicate to the logic and control system on PCB **44** that inputs, the transmitted signals, are being received by sensors **15**. The logic system of the logic and control system interprets the inputs from sensors **15** based upon internal programming and set parameters, and automatically provides an output in response to the sensor inputs. Parameters used to evaluate the inputs may include, but are not limited to, inputs received per unit time, total number of inputs per total training time, user distance from trainer **12**, and the like, or waveform shape, size, or frequency. If the control unit of trainer **12** determines that trainee **14** is using the correct technique to extinguish the simulated flame, an output is automatically provided to the flame display controller to decrease the flame size subsequently causing the "flame" displayed on display **13** to decrease in size, for example, to de-energize one or more LEDs. If trainee **14** continues to use the current fire extinguishing technique loaded into the control system of trainer **12**, the control system will continue to receive inputs and continue to automatically provide outputs in response, that is, commanding the simulated flame controller to decrease the flame size, and eventually stop the flame simulation completely. According to aspects of the invention, this mode of operation provides trainee **14** with immediate qualitative feedback on his or her training performance. If trainee **14** uses the correct fire extinguishing technique, the simulated flame will decrease in size and eventually be extinguished.

According to aspects of the invention, should trainee **14** use an incorrect fire extinguishing technique, the logic and control system of trainer **12** will instruct the flame control system to not decrease the size of the flame, but may actually increase the size of the flame (for example, energize more LEDs) until trainee **14** applies the proper technique. If, during the training session, trainee **14** does not aim extinguisher **18** toward the base of trainer **12** and move extinguisher **18** in a back and forth lateral motion, the ultrasonic signals emitted by simulator nozzle **60** may not contact the sensors **15** or the ultrasonic signals may only contact sensors **15** intermittently, or the input received by sensors **15** may not contain the proper wave information reflective of a proper technique. In such cases, the control system may determine that trainee **14** is using the incorrect technique to extinguish the flame, and the control system may direct the flame controller to maintain or increase the size of the flame displayed. If trainee **14** continues to use the incorrect fire extinguishing technique, the control system may continue to receive inputs and continue to automatically provide outputs in response, that is,. commanding the flame display controller to simulate flames at substantially the same or maximum size until trainee **14** uses the correct technique.

During or after a training session, training apparatus **12** may provide output to trainee **14** and/or trainer **16**. This output may be displayed on controller **20** or on display **13** and may include performance measurements of trainee **14** undergoing training, for example, an overall trainee performance score, training completion time, performance history, remaining extinguishant, aiming accuracy, difficulty levels passed, and percent improvement, among others. In addition to displaying output on controller **20** and/or display **13**, performance data may be displayed on any available output device wired or wirelessly communicating with training apparatus **12** including, but not limited to, printouts, e-mails, text messages, scoreboard displays, electronic display board, and other hand-held devices such as a personal digital assistant (PDA), a cell phone, a Blackberry-type device; and combinations thereof.

In one aspect of the invention, trainee **14** may conduct the training session without assistance from others, for example, without the assistance of trainer **16**. In one aspect, the training session may be conducted by the trainer apparatus **12** alone, that is, by providing appropriate instructions to trainee **14**, for example, via display **13** or through audible instructions. The logic and control system of training apparatus **12** may include some intelligence, for example, whereby trainee **14** may be guided through a training session without input by another human trainer **16**.

Whether assisted by a human trainer **16** or by training apparatus **12** itself, in one aspect of the invention, at least three modes of operation may be provided in which a trainee **14** may be trained: (1) instruct mode; (2) test mode; and (3) compete mode. When in instruct mode, the trainer **16** or the training apparatus **12** instructs trainee **14** how to use a fire extinguisher. Commands, such as voice instructions given by trainer **14** or a speaker or voice synthesizer in apparatus **12** or visual commands provided on display **13** may instruct trainee **14**. Alternatively, the logic and control system may instruct trainee **14** by printing instruction documents, displaying visual instructions on a separate monitor, television, or large

screen display, and the like. For example, trainee **14** may hear the command "Pull" from trainer **16** or from the control system indicating to trainee **14** to pull the pin from the fire extinguisher. Next, trainer **16** or the control system may prompt trainee **14** with the command, "Aim," where trainee **14** then aims the nozzle/hose of fire extinguisher **18** at training apparatus **12**, for example, at the base of apparatus **12**, below the simulated flames. The next command may be "Squeeze," which would instruct trainee **14** to squeeze the extinguisher lever/actuator/release to initiate discharge of extinguishant or emission of stimulus. A further command may be "Sweep," where trainee **14** is instructed to sweep extinguisher **18** back and forth in an attempt to extinguish the simulated flame. In another aspect of the invention, it can be envisioned that the commands/instructions may include instructions on how to choose the proper fire extinguisher to extinguish a fire or instructions advising trainee **14** when it is too dangerous to extinguish a fire and to evacuate the training area. These and other instructions may be provided by a human trainer **16** or automatedly by the control system of training apparatus **12**.

Another mode of operation of training apparatus **12** may be a "Test" mode. In Test mode, trainee **14** may be tested or evaluated on his or her ability to control or extinguish a fire simulated by apparatus **12**, for example, when operated according to a predetermined protocol, for instance, corresponding to a class C fire. In test mode, trainer **16** may or may not be present. A third mode of operating training apparatus **12** may be "Compete" mode. In compete mode, multiple trainees **14** may compete on one or more training apparatus **12** and have their performance data computed, recorded, and saved by the logic and control system. The performance data of the two or more trainees **14** can then be compared, for example, during a session or afterward, to determine which trainee's performance was better, for example, which had the highest score. Other modes of operation of training apparatus **12** may also be envisioned.

In another aspect of the invention, a simulated "burn room" trainer may be provided, that is, one or more training apparatus **12** may be arranged in a room or room-like enclosure to simulate the training of, for example, a firefighter's handling of one or more fires in the room. This aspect of the invention is most easily illustrated with reference to system **310** shown in FIG. **12**.

FIG. **12** illustrates a system **310** similar to system **110** shown in FIG. **11**, but having modified training apparatus comprising one or more training apparatus **312**, which may have all the functionality and attributes of training apparatus **12** discussed above, but further modifications as discussed below. As shown in FIG. **12**, trainee **314** (holding extinguisher **318**) and trainer **316** operate two or more training apparatus **312** which may be positioned in one or more rooms with appropriate communication between apparatus and one or more controllers **320**, for example, wired or wirelessly. Training apparatus **312** include displays **313**, which may be similar in design and function to displays **13**, and may include sensors **315**, which may be similar in design and function to sensors **15**. In one aspect, the training apparatus **312** may be modified from apparatus **12** discussed above to provide means for detecting and displaying the direction of aim of extinguisher **318**; the vicinity or point of impact of the stimulus emitted by extinguisher **318** upon apparatus **312**, for example, upon displays **31**; or the distance of extinguisher **318** from training apparatus **12**, among other things. In one aspect, these modifications to apparatus **312** may include the addition of further sensing devices **316** (see FIG. **12**), programming, and light sources capable of displaying the direction or point of contact. For example, one or more sensors **316** may be mounted in, behind, or in front of display **313**, for example, in a uniformly spaced distribution. These sensors **316** associated with displays **313** may detect stimulus from an extinguisher **318** directed at displays **313**, for example, instead of below display **13** toward sensor panel **34** of training apparatus **12**. According to this aspect of the invention, sensors **316** are adapted to detect the presence of a stimulus, for example, one or more of the stimuli discussed above, transmit a signal corresponding to the detected stimulus to the logic and control system on PCB **44** of training apparatus **312**, and through appropriate data analysis determine the point or vicinity of impact of the stimulus upon display **313**. Moreover, in one aspect, displays **313** are modified to display the point or vicinity of impact of the stimulus.

In one aspect, the display **313** includes a second array of light sources, for example, in addition to the array of light sources **40** shown in FIG. **3**. This arrangement of a second set of light sources is shown in FIG. **13**. FIG. **13** is a view similar to FIG. **3** but having a second set of light sources **340**, different from first light sources **240**, which may be similar to light sources **40** described above with respect to FIG. **3**. For example, first light sources **240** may comprise one color and the second light sources **340** may comprise another color, different from the color of light sources **240**. As before, the light sources **240** and **340** may be incandescent, fluorescent, EL lights, lasers, plasma lights, and the like, but in one aspect, the light sources may be LEDs. According to this aspect of the invention, light sources **340** are controlled by the logic and control system on PCB **44** in response to the stimulus (for example, one or more of the stimuli discussed above with respect to sensors **15**, such as, visible light or radio waves) detected by sensors **316** shown in FIG. **12** to display the point or vicinity of the impact of the stimulus upon display **313**. That is, according to one aspect of the invention, two different color light patterns may be displayed on displays **313**: (1) a light pattern with a first color, for example, orange, simulating a flame pattern in response to the stimulus received from sensors **315** (and the control algorithm selected) and (2) a light pattern with a second color, for example, blue, identifying the point or vicinity of impact of the stimulus from extinguisher **318** upon displays **313**.

Aspects of the invention shown in FIGS. **12** and **13** may be used in conjunction with an auxiliary device **350**, for example, a smoke-generating device. A smoke-generating device may be operated to increase smoke output as the simulated flames grow, and decrease the smoke output as the simulated flames are extinguished. The simulated flame on displays **313** and smoke could also alter in accordance with a preprogrammed scenario. When smoke generation is used, a smoke sensor for determining the density of the smoke may also be included in systems **10**, **110**, and **310**. Additionally, a vent sensor to detect the opening of a door or window may also be introduced to systems **10**, **110**, or **310**.

According to the aspects of the invention shown in FIG. **10** and **12**, apparatus **12** and **312** having displays, **13** and **313**, respectively, may be distributed throughout an area, such as throughout a room, room-like enclosure, building, or building-like enclosure. Apparatus **12** and **312** may be arranged separately or attached together. Apparatus **12** and **312** may be mounted on the walls or ceilings of the enclosure, may be freestanding, or may be mounted to an object in the enclosure, such as, mounted to a piece of furniture. When systems **10**, **110**, and **310** are being used with a smoke generating device, the smoke output typically is directed into the enclosure. The smoke generating device itself may be positioned inside or outside of the room or enclosure. In one aspect, systems **10**, **110**, and **310** may be adapted for use in separate rooms, or in

an area that is separated into different compartments to simulate different proximate or distal rooms.

According to aspects of the invention, systems **10**, **110**, and **310** may be activated as described above, for example, with controller **20**, **120**, or **320** from inside or outside the enclosure, for example, by depressing ignition button **54** on controller **20**. Once system **10**, **120**, or **320** is activated, a predetermined fire simulation may be provided. As is typical of the systems described above, the training simulation includes flame simulation and, if the smoke machine is being used, smoke output. The flame simulation may start by activating the simulated flames on one or more displays **13**, **313** and then building over time by activating further displays **13**, **313**, or all displays may be activated when the training session is begun. When smoke generating devices are used, the smoke generating devices may also be activated at the beginning of the training session. The smoke generation may be controlled, for example, producing a relatively low smoke output initially and then increasing the smoke output with time, for example, as the simulated flames increase or spread. The smoke generation may also be provided at a relatively high level from the start. Other scenarios for displaying flames and generating smoke will be apparent to those skilled in this art.

One or more trainees **314** or trainers **316** may enter the room and use extinguisher **318**, and controller **320** as described in the previous aspects. According to the aspect shown in FIG. **12**, when extinguisher **318** emits a stimulus aimed at the flame simulation displays **313**, one set of light sources **240**, for example, LEDs, will vary the flame pattern in response to the technique used by trainee **214** and the second set of light sources **340**, again, for example, LEDs, will illuminate to simulate where extinguisher **318** is pointing. When the extinguisher **318** is operated so that the control system determines the technique employed by trainee **314** satisfactorily directs extinguisher **318** toward sensors **315**, the simulated flames in the vicinity of the sensors **315** decrease in size, until they are extinguished. When a smoke generator is used, a decrease in the output of smoke may accompany the proper extinguishment of a simulated fire. Typically, trainee **314** must extinguish all the simulated flames in the enclosure for the training session to be completed. In one aspect, if trainee **314** does not extinguish all of the simulated flames, the flames may "spread" from one display **312** to another display **312**, for example, a formerly inactive display **312**. In addition, the smoke output may increase if a smoke-generating device is being used.

Aspects of the present invention provide advantageous methods and apparatus for training, for example, firefighters and other public safety personnel in the proper handling and use of a fire extinguisher. However, unlike prior art training devices, aspects of the present invention are devoid of any open flame. That is, aspects of the invention may provide fire extinguisher training in environments where open flames are undesirable or hazardous. Aspects of the invention may be used for informal training or for formal training, for example, for certification of firefighters and others.

Various modifications and variations of the described apparatus and methods of the invention will be apparent to those skilled in the art without departing from the scope and spirit of the invention. Although the invention has been described in connection with specific embodiments, outlined above, it should be understood that the invention should not be unduly limited to such specific embodiments. Various changes may be made without departing from the spirit and scope of the invention as defined in the following claims. Accordingly, it is intended by the appended claims to cover all such alternative aspects as fall within the true spirit and scope of the invention.

The invention claimed is:

1. A portable fire extinguisher training apparatus comprising:

a display mounted in a portable housing and comprising a plurality of light sources adapted to display a varying light pattern simulating a dynamic flame;

a plurality of sensors mounted on the portable housing and adapted to detect a stimulus emitted by one of a fire extinguisher and a fire extinguisher simulator and output a signal corresponding to the detected stimulus; and

one or more processors adapted to receive the output from at least one of the plurality of sensors and vary illumination of at least some of the plurality of light sources in a vicinity of a sensor on the housing that detects the stimulus to simulate variation of the dynamic flame on the display in the vicinity of the sensor.

2. The fire extinguisher training apparatus as recited in claim **1**, wherein the display further comprises at least one first panel mounted in front of the varying light pattern adapted to vary a path of light emitted by the varying light pattern.

3. The fire extinguisher training apparatus as recited in claim **2**, wherein the display further comprises at least one second panel mounted in front of the first panel adapted to further vary the path of the light emitted by the varying light pattern.

4. The fire extinguisher training apparatus as recited in claim **1**, wherein the display further comprises at least one sensor adapted to detect a vicinity of impact on the display of the stimulus emitted by one of the fire extinguisher and the fire extinguisher simulator.

5. The fire extinguisher training apparatus as recited in claim **4**, wherein the vicinity of impact comprises a point of impact on the display.

6. The fire extinguisher training apparatus as recited in claim **1**, wherein the stimulus emitted by one of a fire extinguisher and a fire extinguisher simulator comprises one of an electromagnetic signal, a pressure wave signal, a solid particle stream, and a fluid stream.

7. The fire extinguisher training apparatus as recited in claim **6**, wherein the stimulus comprises a pressure wave signal and wherein the pressure wave signal comprises a sonic wave.

8. The fire extinguisher training apparatus as recited in claim **1**, further comprising a controller adapted to regulate operation of the apparatus.

9. The fire extinguisher training apparatus as recited in claim **8**, wherein the controller regulates the varying light pattern on the display.

10. The fire extinguisher training apparatus as recited in claim **8**, wherein the controller regulates the operation of the apparatus in compliance with a predetermined algorithm.

11. The fire extinguisher training apparatus as recited in claim **10**, wherein the predetermined algorithm corresponds to at least one of the following U.S. fire classes: A, B, C, and D.

12. The fire extinguisher training apparatus recited in claim **1**, further comprising a fire extinguisher simulator adapted to emit a stimulus detectable by the fire extinguisher training apparatus, the fire extinguisher simulator comprising:

a housing adapted to be held by a trainee;

a source of stimulus mounted in the housing; and

means for actuating the source of stimulus.

13. The fire extinguisher simulator as recited in claim 12, wherein the source of stimulus comprises a transmitter adapted to emit one of electromagnetic radiation, pressure waves, a fluid, and a solid particle stream.

14. The fire extinguisher simulator as recited in claim 12, wherein the means for actuating comprises a manual actuator engagable by the trainee.

15. The fire extinguisher simulator as recited in claim 14, wherein the source of stimulus comprises at least one electromagnetic radiation emitter adapted to be actuated by the manual actuator.

16. The fire extinguisher simulator as recited in claim 12, wherein the housing simulates a fire hose nozzle.

17. The fire extinguisher training apparatus as recited in claim 1, wherein the apparatus further comprises one or more smoke generating devices.

18. The fire extinguisher training apparatus as recited in claim 1, wherein the one or more processors are further adapted to receive the output from the at least one sensor and display at least a vicinity of impact of the stimulus on the display.

19. The fire extinguisher training apparatus as recited in claim 1, wherein the plurality of light sources comprise a plurality of LEDs.

20. The fire extinguisher training apparatus as recited in claim 1, wherein the plurality of sensors are adapted to detect electromagnetic radiation.

21. The fire extinguisher training apparatus as recited in claim 20, wherein the electromagnetic radiation comprises visible light.

22. The fire extinguisher training apparatus as recited in claim 1, wherein the plurality of sensors are adapted to detect a fluid.

23. The fire extinguisher training apparatus as recited in claim 22, wherein the fluid comprises water.

24. A fire extinguisher training method comprising:

displaying a varying light pattern on a display mounted in a portable housing, the varying light pattern comprising a plurality of light sources simulating a dynamic flame;

detecting a stimulus emitted by one of a fire extinguisher and a fire extinguisher simulator by at least one sensor of a plurality of sensors mounted on the housing and generating an output signal corresponding to the detected stimulus; and

processing the output from the at least one sensor and varying illumination of at least some of the plurality of light sources of the light pattern on the display in a vicinity of a sensor that detects the stimulus to simulate variation of the dynamic flame on the display in the vicinity of the sensor that detects the stimulus.

25. The fire extinguisher training method recited in claim 24, wherein the method further comprises varying a path of the light pattern to enhance visual appearance of the simulated flame.

26. The fire extinguisher training method recited in claim 24, wherein the method further comprises detecting orientation of the fire extinguisher or the fire extinguisher simulator and displaying a vicinity of impact of the stimulus on the display.

27. The fire extinguisher training method recited in claim 24, wherein the method further comprises varying operation of apparatus implementing the method to conform to a predetermined fire extinguisher operating protocol.

28. The fire extinguisher training method recited in claim 27, wherein the method further comprises varying operation of apparatus implementing the method to conform to at least one predetermined fire extinguisher operating protocol.

29. The fire extinguisher training method recited in claim 28, wherein the at least one predetermined operating protocol comprises a plurality of algorithms corresponding to a class of fire.

30. The fire extinguisher training method as recited in claim 29, wherein the class of fire comprises one of a U.S. fire class and a European fire class.

31. The fire extinguisher training method as recited in claim 30, wherein the class of fire comprises one or more of U.S. class A, class B, class C, class D, and class K.

32. The fire extinguisher training method as recited in claim 30, wherein the class of fire comprises one or more of European class A, class B, class C, class D, class E, and class F.

33. The fire extinguisher training method recited in claim 24, wherein the displaying a varying light pattern comprises displaying the pattern on a display, and wherein the method further comprises

detecting a vicinity of impact of the stimulus emitted by one of a fire extinguisher and fire extinguisher simulator on the display; and

displaying the vicinity of impact contact on the display.

34. The fire extinguisher training method recited in claim 24, wherein the method comprises a plurality of modes of operation.

35. The fire extinguisher training method recited in claim 34, wherein the plurality of modes of operation comprise one or more of instruct mode, test mode, and compete mode.

36. A portable fire extinguisher training apparatus comprising:

a display mounted in a portable housing and having a plurality of light emitting diodes adapted to simulate a dynamic flame;

a plurality of sensors mounted on the portable housing and adapted to detect a stimulus emitted by one of a fire extinguisher and a fire extinguisher simulator and output a signal corresponding to the detected stimulus; and

one or more processors adapted to receive the output from at least one of the plurality of sensors and vary illumination of at least some of the light emitting diodes on the display in a vicinity of a sensor on the housing that detects the stimulus to simulate variation of the dynamic flame on the display in the vicinity of the sensor.

37. The fire extinguisher training apparatus as recited in claim 36, wherein the display further comprises a first and a second panel mounted in front of the plurality of light emitting diodes to vary a path of light emitted by the plurality of light emitting diodes to enhance appearance of the simulated dynamic flame.

38. The fire extinguisher training apparatus as recited in claim 36, wherein the plurality of sensors comprise a first plurality of sensors, and wherein the apparatus further comprises a second plurality of sensors adapted to detect a vicinity of impact of the stimulus, and wherein the training apparatus further comprises means for displaying the vicinity of impact on the display.

39. The fire extinguisher training apparatus as recited in claim 36, further comprising a controller adapted to regulate operation of the apparatus.

40. The fire extinguisher training apparatus as recited in claim 36, wherein the one or more processors include a microcontroller and a plurality of preprogrammed algorithms adapted to control operation of the display.

41. The fire extinguisher training apparatus as recited in claim 40, wherein the plurality of preprogrammed algorithms corresponds to at least one of the following U.S. fire classes: A, B, C, D, and K.

42. The fire extinguisher training apparatus as recited in claim 36, wherein the plurality of sensors comprise one or more infrasonic, audible, and ultrasonic sensors.

43. The fire extinguisher training apparatus as recited in claim 42, wherein the plurality of sensors comprise one or more ultrasonic sensors.

44. The fire extinguisher training apparatus as recited in claim 36, wherein the apparatus further comprises one or more smoke generating devices.

45. The fire extinguisher training apparatus as recited in claim 36, wherein one or more processors are further adapted to receive the output from the plurality of sensors and display at least a vicinity of impact of the stimulus on the display.

46. A portable fire extinguisher training apparatus comprising:

a display mounted in a portable housing and having a plurality of light sources adapted to simulate a dynamic flame;

a plurality of sensors mounted on the portable housing and adapted to detect a stimulus emitted by one of a fire suppressing device and a fire suppressing device simulator and output a signal corresponding to the detected stimulus;

one or more processors adapted to receive the output from at least one sensor of the plurality of sensors and generate a flame control signal adapted to vary illumination of at least some of the plurality of light sources on the display in a vicinity of a sensor that detects the stimulus to simulate variation of the dynamic flame on the display in the vicinity of the sensor; and

a controller adapted to vary the generated flame control signal in accordance with at least one predetermined algorithm.

47. The fire extinguisher training apparatus recited in claim 46, wherein the at least one predetermined algorithm comprises a plurality of algorithms corresponding to a class of fire.

48. The fire extinguisher training apparatus as recited in claim 47, wherein the class of fire comprises one of a U.S. fire class and a European fire class.

49. The fire extinguisher training apparatus as recited in claim 47, wherein the class of fire comprises one or more of U.S. class A, class B, class C, class D, and class K.

50. The fire extinguisher training apparatus as recited in claim 47, wherein the class of fire comprises one or more of European class A, class B, class C, class D, class E, and class F.

51. A fire extinguisher training method comprising:

providing a display having a plurality of light sources adapted to simulate a dynamic flame;

providing a plurality of sensors mounted on the housing and adapted to detect a stimulus emitted by one of a fire suppressing device and a fire suppressing device simulator and output a signal corresponding to the detected stimulus;

emitting a stimulus from one of the fire suppressing device and the fire suppressing device simulator;

detecting the stimulus from the at least one of the plurality of sensors and generating a sensor output;

generating a flame control signal from the sensor output, the flame control signal adapted to vary at least some of the plurality of light sources on the display in a vicinity of a sensor that detects the stimulus to simulate variation of the dynamic flame on the display in the vicinity of the sensor that detects the stimulus; and

varying the flame control signal in accordance with at least one predetermined algorithm.

52. The fire extinguisher training method recited in claim 51, wherein the at least one predetermined algorithm comprises a plurality of algorithms corresponding to a class of fire.

53. The fire extinguisher training method as recited in claim 52, wherein the class of fire comprises one of a U.S. fire class and a European fire class.

54. The fire extinguisher training method as recited in claim 52, wherein the class of fire comprises one or more of U.S. class A, class B, class C, class D, and class K.

55. The fire extinguisher training method as recited in claim 52, wherein the class of fire comprises one or more of European class A, class B, class C, class D, class E, and class F.

56. The fire extinguisher training method recited in claim 51, further comprising:

detecting a vicinity of impact of the stimulus emitted by one of the fire suppressing device and the fire suppressing device simulator on the display; and

displaying the vicinity of impact on the display.

57. The fire extinguisher training method recited in claim 51, wherein the method comprises a plurality of modes of operation.

58. The fire extinguisher training method recited in claim 1, wherein the plurality of modes of operation comprise one or more of instruct mode, test mode, and compete mode.

* * * * *

UNITED STATES PATENT AND TRADEMARK OFFICE

CERTIFICATE OF CORRECTION

PATENT NO. : 7,748,983 B2
APPLICATION NO. : 11/369303
DATED : July 6, 2010
INVENTOR(S) : Blackburn et al.

It is certified that error appears in the above-identified patent and that said Letters Patent is hereby corrected as shown below:

Claim 58, at Column 22, Line 44: Delete "claim 1," and insert -- claim 57, --

Signed and Sealed this

Fifth Day of October, 2010

David J. Kappos

David J. Kappos
Director of the United States Patent and Trademark Office

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 MATTHEW MONROE 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 MATTHEW MONROE. 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: Bullex.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   BULLEX FIRE EXTINGUISHER TRAINING SYSTEM
   SMOKE GENERATOR 1000
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 18th day of August, 2015.

NOTARY PUBLIC

Kathryn A. Smith
PRINTED NAME

KATHRYN A. SMITH
Notary Public, State of New York
Qualified in Schenectady County
No. 01SM4507280
Commission Expires Nov. 30, 2017

MY COMMISSION EXPIRES

COMPANY NAME: Bullex, Inc

ADDRESS, CITY, STATE & ZIP CODE: 20 CORPORATE CIRCLE ALBANY NY 12203

PHONE: 518 689-2023 NUMBER:

CONTACT NAME AND TITLE: MATTHEW MONROE / NATIONAL SALES MGR.

WEB ADDRESS www.Bullex.com EMAIL: MMONROE@Bullex.com

FEDERAL TAX ID NUMBER: 300355978 TEXAS SALES TAX NUMBER:

January 21, 2015

To Whom It May Concern:

BullEx is the sole source provider for the BullsEye™, which is used to provide cost-effective, realistic and repeatable hands-on fire extinguisher training. The BullsEye cannot be purchased through any other vendor and there are no other similar products available on the market.

The BullsEye represents the latest advancement in fire training technology and is the only hands-on fire extinguisher training systems using self-generating digital flames. BullsEye's realistic, self-generating digital flames respond directly to the trainee's actions. Using BullEx's proprietary laser-based training extinguishers, users interact dynamically with BullsEye's digital fire. If trainees fail to use the proper technique, the flames respond accordingly. Flames can diminish, grow gradually or even reignite. There is no pre-recorded fire sequence. Instead, every digital fire is unique and dynamic.

The sensors in the BullsEye extinguisher training system determine where a user is aiming and sweeping the laser-based training extinguisher and the on-board control system determines how to vary the flames in response. The sensors also determine how far the trainee is from the fire and what class of extinguisher the training is using. The fire will not respond if the trainee is not within optimal distance or is using the wrong class of extinguisher. If the user utilizes the correct technique, aiming and sweeping at the base of the fire, the flames will be extinguished. The BullsEye also measures a trainee on his or her performance, and offers a time-to-extinguish score for each trainee.

The BullsEye uses patented technology for its realistic digital flames and its ability to sense the trainee's actions. The United States patent number is 7,748,983. The BullsEye has also been awarded a General Services Administration (GSA) contract by the US government which has approved sole source acquisition.

Sincerely,

Ryan O'Donnell
President

20 Corporate Circle · Albany, NY 12203 | **Phone** 1-888-4BULLEX · 518-689-2023 | **Fax** 518-689-2034 | **WWW.BULLEX.COM**

Purchasing Department

County Of Hidalgo

M E M O R A N D U M

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: September 18, 2015

RE: "Sole Source Declaration"- BullEx Inc.

In an effort for the Hidalgo County Fire Marshall to provide safe Fire Extinguisher Training in any location (including indoors), they have discovered the *patented*, Digital Flameless Fire Extinguisher Training Kit from BullEx Inc. They are the only manufacturer / developer of this type of fire training technology and is the only hands-on, fire training system using self-generating digital flames.

This advanced technology will equip the Hidalgo County Fire Marshall's Department and any Emergency Response Agency with never before; on-demand fire safety training capability.

Therefore, with all the facts contained herein, BullEx Inc. is the Sole Source for the purchase of the Digital Flameless Fire Extinguisher Training System and for all related Accessories, Service, and Supplies.

The authority to purchase these products/services from BullEx Inc. by Hidalgo County Fire Marshall's Department and all other Hidalgo County Programs, Departments, or Agencies (through all funding sources) will remain in effect unless otherwise revoked by HCCC.

BullEx®
20 Corporate Circle Albany, NY 12203
Ph. 518-689-2023 Fx. 518-689-2034

Please Remit Payment to:
Bullex, Inc
L-3509
Columbus, OH 43260

Invoice Number:	65122
Date:	04/10/2015
Sales Person:	Matt Monroe
Purchase Order Num:	Verbal Confirmation
Payment Terms:	Net 30

Bill To:	Ship To:	Contact:
County of Hidalgo 2810 S. Bus. Hwy 281 Edinburg TX 78539-6243 US	County of Hidalgo 100 E. Cano 2nd Floor Edinburg TX 78539 US	Juan Martinez

Quantity	Part Number	Product	Unit Price	Ext. Price
1	BE002	BullsEye Base Package- NEW The BullsEye digital fire extinguisher training system uses self-generating flames and a laser extinguisher to teach trainees how to properly extinguish incipient stage fires. The base package includes: - The BullsEye base unit - 5lb. laser extinguisher - Standard remote - Power supply - Extinguisher carrying case - Limited two year warranty - User Manual	$9,895.00	$9,895.00
1	BTC02	BullsEye Transport Case - 2014 This high-impact plastic industrial grade transport case can be used to quickly and easily transport BullsEye to and from various training sites. Includes custom foam, wheels and lockable fasteners.	$910.00	$910.00
1	SG1000BP	Smoke Generator 1000 Base Package The BullEx SG1000 is a portable, battery-operated smoke generator that allows you to conduct training in places where power is not an option. The SG1000 Base Package includes the complete SG1000 unit with Battery-Power Base, one battery charger and 1L of Smoke Liquid.	$1,895.00	$1,895.00
1	SL005L	Smoke Liquid (5 Liter) 5 liter container of BullEx Smoke Liquid. Specially formulated water-based smoke liquid for use in the BullEx Smoke Generator 1000, 4000 or 6000.	$69.50	$69.50
1		Customer Concession	($500.00)	($500.00)

RECEIVED BY
HIDALGO COUNTY PURCHASING
2015 JUN 2 AM 10 09

Grand Total

Currency:	U.S. Dollar	Subtotal:	$12,269.50
Tax Rate:	0.00%	Tax:	$0.00
Shipping Provider:	UPS Ground	Shipping & Handling:	$418.96
		Total:	$12,688.46

Please inspect product to ensure it is complete and is in working order. You must notify us of any order discrepancies or shipping damage within 30 days of receipt.

Warranty Terms: The warranty covers all part defects in material or workmanship for a period of one year from date of purchase unless otherwise specified. The customer will be responsible for return shipping to nearest BullEx facility or replacing parts supplied by BullEx. The warranty does not cover damage caused by accident, neglect, or misuse by the client or its agents, servants or employees. Standard warranty excludes batteries and battery packs which have a 90 day warranty.

Payment Terms: A penalty of 1.5% per month will be charged on any invoices not paid within 30 days. Customers are responsible for all duties, taxes, and customs charges. All payments must be in US Dollars. BullEx Inc. is not responsible for any currency exchange differences. All orders will be invoiced and/or charged on the day in which the order is shipped. Terms on BullEx, Inc. quotes supersede any terms and conditions on a customer purchase order. Customer agrees to fully comply with U.S. Export Administration Regulations and all other U.S. laws and regulations concerning exports and re-exports to foreign countries.

Zimbra **rudy.salinas1@co.hidalgo.tx.us**

RE: BullEx Invoice No. 65122

From : Matt Monroe <mmonroe@bullex.com> Thu, Aug 06, 2015 04:44 PM
Subject : RE: BullEx Invoice No. 65122 4 attachments
To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>

Hi Rudy,

It looks like this was shipped from our warehouse by mistake. Combing through the notes in our system, it looks like I put this file in a holding cue expecting an order within a 30 day timeframe given my last correspondence with your Fire Marshal. However, in my transitioning to a new role it appears that there was a mix-up in our system when files were switched over to a new rep and the items were mistakenly shipped.

I would like to work with you on a resolution. Whether we need to coordinate return shipping, or if you are looking to keep the equipment; we would certainly be willing to wait until funding was available to finalize things on your end.

Either way, please let me know what the next best steps would be.

Thanks,

Matthew J. Monroe
National Sales Manager
BullEx

20 Corporate Circle | Albany, NY 12203
office 888-4BULLEX | 518.689.2023 | fax 518.689.2034 | web: bullex.com

Did you see our newest Training Tool? **The R.A.C.E. Station**. Click here to learn more.

Firehouse Expo: Baltimore, MD – July 16-18, Booth #1331
VPPPA Expo 2015: Grapevine, TX – August 24-27, Booth #1211
FRI 2015: Atlanta, GA – August 28-29, Booth #1107
NSC 2015: Atlanta, GA – September 28-30, Booth #2266

From: Rudy Salinas [mailto:rudy.salinas1@co.hidalgo.tx.us]
Sent: Thursday, August 06, 2015 12:06 PM
To: Matt Monroe
Subject: Re: BullEx Invoice No. 65122
Importance: High

Mr. Monroe, Good Morning!

As per our conversation yesterday, can you please respond to this email so I can continue to work on a resolution?

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: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Matt Monroe" <mmonroe@bullex.com>
Sent: Tuesday, August 4, 2015 1:36:31 PM
Subject: Re: BullEx Invoice No. 65122

Mr. Monroe,

Have you located a copy of our Purchase Order? Please advise.

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: "Matt Monroe" <mmonroe@bullex.com>
To: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Sent: Thursday, July 30, 2015 4:35:36 PM
Subject: RE: BullEx Invoice No. 65122

Hi Rudy,

My accounting department said they have a PO# attached to an order, but they are searching for the hardcopy. Please standby and give them until Monday to get through monthend and they will go through files to locate the paper copy.

I will be in touch Monday.

Thanks for your patience,

Matthew J. Monroe
National Sales Manager
BullEx

20 Corporate Circle | Albany, NY 12203
office 888-4BULLEX | 518.689.2023 | fax 518.689.2034 | web: bullex.com

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VPPPA Expo 2015: Grapevine, TX – August 24-27, Booth #1211
FRI 2015: Atlanta, GA – August 28-29, Booth #1107
NSC 2015: Atlanta, GA – September 28-30, Booth #2266

From: Rudy Salinas [mailto:rudy.salinas1@co.hidalgo.tx.us]
Sent: Tuesday, July 28, 2015 3:59 PM
To: Matt Monroe
Cc: Juan Martinez; Elizabeth Castro; martha salazar
Subject: BullEx Invoice No. 65122

Mr. Monroe,

Thank you for taking time to speak with me this afternoon.

As I mentioned during our conversation, I'm following up with an email to request a copy of our Purchase Order that would have prompted the shipment of the items on this invoice. If you have any items pending delivery, please suspend any further shipments until further notice.

I ask for your assistance in resolving this matter.

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

Attached: BullEx Invoice# 65122.pdf

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image001.jpg
2 KB

image002.wmz
1 KB

image005.png
171 B

image003.png
171 B

Zimbra **rudy.salinas1@co.hidalgo.tx.us**

Re: BullEx Updated Quote

From : Juan Martinez <juan.martinez@co.hidalgo.tx.us> Mon, Jul 27, 2015 08:54 AM

Subject : Re: BullEx Updated Quote 1 attachment

To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>

In October 2014, I spoke with Mr. Valde Guerra about the Bullex Fire Extinguisher trainer that would benefit the county in training. Mr. Guerra then stated that I would be hearing from Stan Ramos as to how we would acquire it. I then contacted Matt Manroe from Bullex in order to receive a quote and a sole source letter. Weeks went by with no action, Matt emailed me that our quote was about to expire so I contacted Stan via email to ask the status, Stan asked to resend an updated quote, and one was sent. The last email sent to Matt was that a PO would be issued when ready and he stated for me to stay on top of them to make sure they did it. April the system came into our office, I figured that Stan or the budget office made the purchase for the system.

Juan Martinez, IAAI-CFI
Fire Marshal
Hidalgo County
1124 North M Road
Edinburg,TX 78542
Office 956.318.2656
Fax 956.318.2697
Cell 956.463.4196
juan.martinez@co.hidalgo.tx.us

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From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Juan Martinez" <juan.martinez@co.hidalgo.tx.us>
Sent: Monday, July 27, 2015 8:29:55 AM
Subject: Re: BullEx Updated Quote

Mr. Martinez, Good Morning!

I appreciate you following up and forwarding this email thread with BullEx.

As per our conversation, please outline the sequence of events that occurred which led to you having the item from BullEx without a purchase order.

Thank You,

Rudy Salinas
Purchase Order Specialist III
Phone: 292-7000 Ext: 4875

From: "Juan Martinez" <juan.martinez@co.hidalgo.tx.us>

To: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Sent: Monday, July 27, 2015 8:17:46 AM
Subject: Fwd: BullEx Updated Quote

This was the last email I sent to Matt.

Juan Martinez, IAAI-CFI
Fire Marshal
Hidalgo County
1124 North M Road
Edinburg,TX 78542
Office 956.318.2656
Fax 956.318.2697
Cell 956.463.4196
juan.martinez@co.hidalgo.tx.us

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From: "Matt Monroe" <mmonroe@bullex.com>
To: "Juan Martinez" <juan.martinez@co.hidalgo.tx.us>
Sent: Tuesday, March 31, 2015 4:32:06 PM
Subject: RE: BullEx Updated Quote

No problem at all, Juan! Just make sure to stay on your purchasing department to get us the PO...LOL.

Take care,

Matthew J. Monroe
Regional Sales Manager - Midwest
BullEx

20 Corporate Circle | Albany, NY 12203
office 888-4BULLEX | 518.689.2023 | fax 518.689.2034 | web: www.bullex.com

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FDIC: Indianapolis, IN – April 23-25, Booth# 1522 & 19003
The HEAT Event at FDIC: Indianapolis, IN – April 23-25 Register Here

---

From: Juan Martinez [mailto:juan.martinez@co.hidalgo.tx.us]
Sent: Tuesday, March 31, 2015 5:26 PM
To: Matt Monroe
Subject: Re: BullEx Updated Quote

Thanks Matt.

Juan Martinez, IAAI-CFI
Fire Marshal
Hidalgo County
1124 North M Road
Edinburg,TX 78542
Office 956.318.2656
Fax 956.318.2697
Cell 956.463.4196
juan.martinez@co.hidalgo.tx.us

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From: "Matt Monroe" <mmonroe@bullex.com>
To: "juan martinez" <juan.martinez@co.hidalgo.tx.us>
Sent: Tuesday, March 31, 2015 4:23:13 PM
Subject: BullEx Updated Quote

Juan,

Attached is the updated quote and I attached a sole source letter as well just in case your purchasing departments asks for it. Let me know if you need anything further.

Thanks,

Matthew J. Monroe
Regional Sales Manager - Midwest
BullEx

20 Corporate Circle | Albany, NY 12203
office 888-4BULLEX | 518.689.2023 | fax 518.689.2034 | web: www.bullex.com

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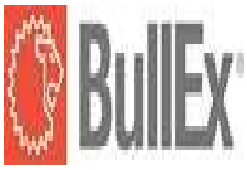
The HEAT Event at FDIC: Indianapolis, IN – April 23-25 Register Here



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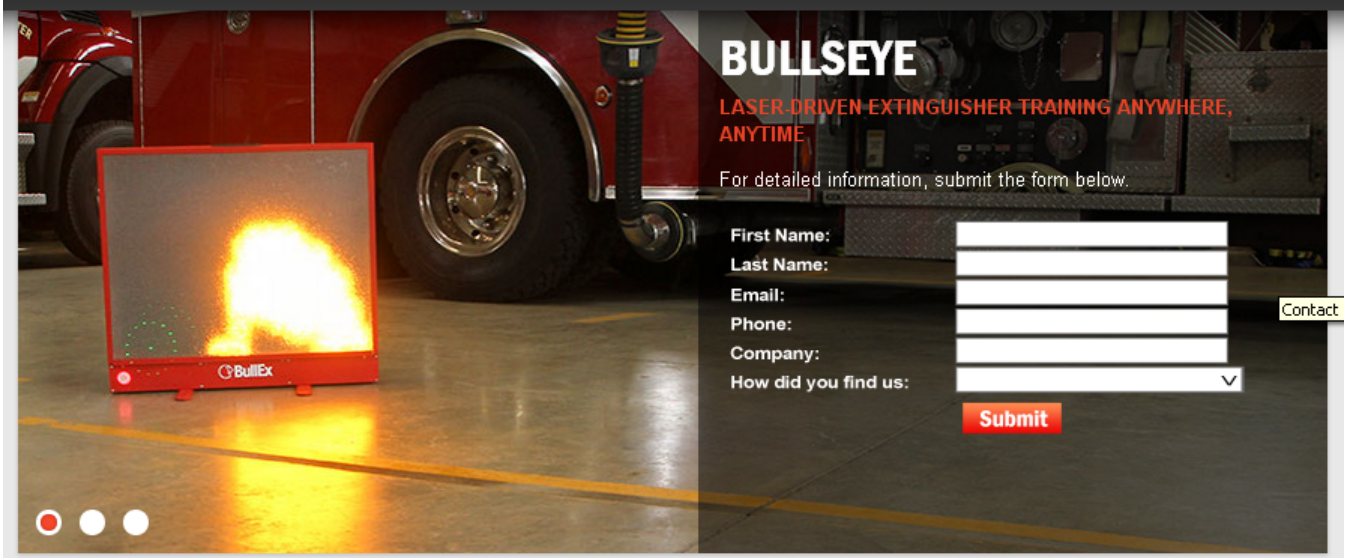

FEATURES AND BENEFITS

Clean Training
BullsEye uses a conical laser to replicate extinguisher discharge, rather than depending on a dry-chemical or CO_2 extinguisher, making it a cleaner way to train. Our training smoke does not leave a residue.

Effective Training
Simulate class A, B and C fires at ten difficulty levels. The system can sense if the trainee is using the correct extinguisher, aiming and sweeping correctly, and if they are an effective distance from the base of the fire. This ensures trainees are prepared in case of a real fire emergency.

Safe Training
Utilize LED-driven digital flames and a laser training extinguisher to provide a dynamic and realistic simulation for trainees while eliminating the hazards associated with conventional fire extinguisher training. Help businesses in your community meet their OSHA safety training requirements.

Train Anywhere
Because only a laser is emitted from the training extinguisher, extinguisher training can now be conducted virtually anywhere indoors or out – where fires may actually occur. Hundreds of trainees can be trained in a single day without recharging any extinguishers.

Trackable training
After each successful evolution, the time to extinguishment is displayed on the panel. Training record collection allows instructors to record and monitor a trainee's progress, as well as easily export training records for sharing and creating certificates of completion.

AI-51345 **Purchasing Department** **22. C. 1.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of "First Amendment" to the Software License & Service Agreement with Destiny Software, Inc. to reflect termination date of September 30, 2017.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-413-00-125-001-0-336

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

BUDGETARY IMPACT:

REQ.--00282830

Account available balance as of 9-11-15 $3,500

Attachments

Amendement

Legal Review

Form Review

Inbox	**Reviewed By**	**Date**
Purchasing Department	Marty Salazar	09/11/2015 04:48 PM
Budget & Management	Debbie Tamez	09/11/2015 04:52 PM
Manuel Chapa	Manuel Chapa	09/11/2015 04:58 PM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Rocio Villarreal		Started On: 09/11/2015 12:25 PM
Final Approval Date: 09/11/2015		

STATE OF TEXAS §
COUNTY OF HIDALGO §

FIRST AMENDEDMENT TO
SOFTWARE LICENSE & SERVICE AGREEMENT

This **First Amendment to Software License & Service Agreement** by and between the **County Of Hidalgo, Texas** and Destiny Software, Inc. is made this ___ day of ____, 2015, between the parties, as follows:

WHEREAS, Hidalgo County ("Licensee") executed that certain Software License & Service Agreement with Destiny Software, Inc. ("Licensor"), dated October 1, 2014 (the "Agreement") in which the Licensee receives certain rights to use the software as described in the Agreement; and

WHEREAS, the parties now desire to amend the term of the Agreement;

NOW THEREFORE, for and in consideration of the terms and provisions of this First Amendment to Software License & Service Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, Destiny Software, Inc. as Licensor, and **COUNTY OF HIDALGO, TEXAS,** as Licensee effective as of the 15th day of September, 2015 hereby agree to the following amendment to the Agreement:

1. The first sentence of numbered paragraph 8 of the Agreement shall be deleted in its entirely and the following is substituted in lieu thereof:

The license granted by this Agreement shall commence on the date of this Agreement and shall continue to September 30, 2017.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect Licensor and Licensee ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS effective as of the day and year first written above.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

Destiny Software Company

By: _____

Printed Name:_____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain, Attorney

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Review of Software License & Services Agreement

From : Steve Crain <scrain@atlashall.com> Fri, Sep 11, 2015 01:08 PM
Subject : RE: Review of Software License & Services Agreement 1 attachment
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Looks good.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, September 11, 2015 1:04 PM
To: Stephen L. Crain
Subject: Re: Review of Software License & Services Agreement

Attached amendment with final corrections. Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, September 11, 2015 12:04:44 PM
Subject: RE: Review of Software License & Services Agreement

See the attached

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, September 11, 2015 10:34 AM
To: Stephen L. Crain
Subject: Re: Review of Software License & Services Agreement

Mr. Crain:

Attached is the amendment with the changes requested. Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, September 11, 2015 8:38:10 AM
Subject: RE: Review of Software License & Services Agreement

Good morning Rocio TGIF!

See the attached pdf doc with changes, 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

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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: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, September 10, 2015 5:10 PM
To: Steve Crain
Subject: Fwd: Review of Software License & Services Agreement

Mr. Crain:

Please review and approve as to form, the amendment to Destiny Software as requested to correct dates of term.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Sent: Thursday, August 27, 2015 3:33:50 PM
Subject: Review of Software License & Services Agreement

Mr. Crain:

Have a question on the software & service agreement with Destiny Software. Under paragraph No. 8 Term of the agreement, it states contract is for one year and it will automatically terminate at the end of the year unless requested for renewal. But under Schedule "B" under Term of Agreement it reads contract is starts October 1, 2014 thru September 30, 2017. Can you please advise which would be the correct termination date of the agreement.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

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image001.jpg
5 KB

AI-51284 **Purchasing Department** **22. D. 1.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Award to secondary (Ceres Environmental Services) and tertiary (Phillips & Jordan Incorporated) vendors including approval of final negotiated agreements [as ranked by CC on 06-23-15] for pre-positioned services to the following which include the following "term" provisions:

B. Term of contracts:
1. Initial term of contacts-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, 2108 through December 31, 2018
[as these are the current terms of award through H-GAC}.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact would occur upon need for services and a declaration of disaster has been enforced. No funding at this time as budgetary provisions will be addressed and appropriated.
HGAC process will be at no cost to HC.

Attachments

ceres agrmnt n legals ok
pnj agrmnt n legals ok

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/10/2015 04:12 PM
Budget & Management	Veronica Ortiz	09/10/2015 04:17 PM
Glinda Pacheco	Glinda Pacheco	09/11/2015 09:41 AM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Yvette Islas		Started On: 09/09/2015 10:49 AM
Final Approval Date: 09/11/2015		

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT

C-15-258a-09-15

THIS CONTRACT is made and entered into this **15th** day of **September, 2015** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Ceres Environmental Services, 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 Package,

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 Secondary Vendor 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 "Secondary" 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 "Tertiary" Service Provider. In such event, County shall charge the "Secondary" 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: Ceres Environmental Services, Inc. (Secondary)
Attn: David A. McIntyre, Owner & President
9945 Windfern Road
Houston, Texas 77064

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 D: Insurance

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.

Attàchment 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: David A. McIntyre, Owner & President
Ceres Environmental Services. Inc.

via Email: dawn.brown@ceresenv.

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 second 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

DAP % 0.2 **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: David A. Preus

H-GAC Standard Pricing Worksheet

Date: 9/3/2015

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**
	7.44	10,155,000	**$75,553,200.00**
3 ROW C&D Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of eligible C&D debris on the ROW to an approved disposal facility.	**$ Per Cubic Yard**	**Estimated CY**	**Total**
	7.44	3,385,000	**$25,184,400.00**
4 Demolition, Removal, Transport, and Demolition of Eligible Non-RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dipose of eligible non-RACM structures on private property.	**$ Per Cubic Yard**	**Estimated CY**	**Total**
	15.88	100	**$1,588.00**
5 Demolition, Removal, Transport, and Demolition of Eligible RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dipose of eligible RACM structures on private property.	**$ Per Cubic Yard**	**Estimated CY**	**Total**
	22.88	100	**$2,288.00**
6 DMS Management and Operations Work consists of all labor, equipment, fuel, and associated costs necessary for the management and operation of DMS for acceptance, management, segregation, and staging of disaster related debris.	**$ Per Cubic Yard**	**Estimated CY**	**Total**
	1.50	13,540,000	**$20,310,000.00**
7 Reduction of Debris Through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.	**$ Per Cubic Yard**	**Estimated CY**	**Total**
	2.42	10,155,000	**$24,575,100.00**
8 Reduction of Debris Through Air Curtain Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.	**$ Per Cubic Yard**	**Estimated CY**	**Total**
	1.20	3,385,000	**$4,062,000.00**
9 Haul-out of Reduced Debris to Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility.	**$ Per Cubic Yard**	**Estimated CY**	**Total**
	4.18	2,640,300	**$11,036,454.00**

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**
	13 inch to 24 inch diameter	140.00	1,344	**$188,160.00**
	25 inch to 36 inch diameter	180.00	668	**$120,240.00**
	37 inch to 48 inch diameter	210.00	96	**$20,160.00**
	49 inch and larger diameter	210.00	16	**$3,360.00**
	Hanger Removal (2" or greater at the break and price per Tree)	78.00	108,936	**$8,497,008.00**
11	**Removal of Eligible Hazardous Stumps** Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible hazardous stumps and transportation to an approved DMS or other designated disposal facility.	**$ Per Stump**	**Estimated Stumps**	**Total**
	24.1 inch to 36 inch diameter	200.00	334	**$66,800.00**
	37 inch to 48 inch diameter	300.00	48	**$14,400.00**
	49 inch and larger diameter	400.00	8	**$3,200.00**
12	**Removal of Eligible White Goods** Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible white goods, removal of refrigerants, transportation to an approved DMS, decontamination, and transportation to an approved final disposal facility.	**$ Per Unit**	**Estimated Units**	**Total**
		63.00	100	**$6,300.00**
13	**Removal of Eligible Used Electronics** Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible used electronics and transportation to an approved final disposal facility.	**$ Per Unit**	**Estimated Units**	**Total**
		32.00	50	**$1,600.00**
14	**Removal of HHW** Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible HHW and transportation to an approved final disposal facility.	**$ Per Pound**	**Estimated Units**	**Total**
		2.98	100	**$298.00**
~~**15**~~	~~**Abandoned Eligible Vessel and Vehicle Removal**~~ ~~Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible abandoned vessels and vehicles and transportation to an approved staging area.~~	~~**$ 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**~~

H-GAC Standard Pricing Worksheet

Date: 9/3/2015

End User: [Enter Client Name]

Total Estimated Contract Price	
Per email from HGAC, qtys do not apply.	*Ceres Environmental Services, Inc.*

Notes:
[Enter notes as applicable or Erase]

HGAC
Additional Information for Hildago County, TX

Unit Description	Daily Rate (Note 1 & 3)	Weekly Rate (Note 1 & 3)	Monthly Rate (Note 1 & 3)	Daily Rate (Note 2 & 3)	Weekly Rate (Note 2 & 3)	Monthly Rate (Note 2 & 3)
Trash Pump 2", 5.5hp	$ 219.79	$ 1,061.93	$ 3,322.59	$ 100.00	$ 275.00	$ 687.50
Trash Pump 3", 8hp	$ 261.00	$ 1,238.26	$ 3,922.80	$ 118.75	$ 306.25	$ 756.25
Trash Pump 4", 24hp	$ 357.71	$ 1,606.91	$ 4,997.90	$ 175.00	$ 425.00	$ 1,250.00
Trash Pump 6", 76hp	$ 893.72	$ 3,831.13	$ 12,591.19	$ 425.00	$ 812.50	$ 2,775.00
Trash Pump 8", 95hp	$ 951.19	$ 4,871.19	$ 16,457.08	$ 356.25	$ 900.00	$ 2,700.00
Trash Pump 10", 165hp	$ 1,334.14	$ 7,005.14	$ 23,394.93	$ 493.75	$ 1,375.00	$ 3,593.75
Trash Pump 12", 185hp	$ 1,618.12	$ 8,095.94	$ 26,181.23	$ 675.00	$ 1,843.75	$ 5,187.50
Suction Hose, 2"x20"	$ 13.36	$ 24.05	$ 24.05	$ 12.50	$ 22.50	$ 62.50
Suction Hose, 3"x20"	$ 21.38	$ 53.45	$ 53.45	$ 20.00	$ 50.00	$ 150.00
Suction Hose, 4"x20"	$ 26.72	$ 66.81	$ 66.81	$ 25.00	$ 62.50	$ 187.50
Suction Hose, 6"x20"	$ 32.07	$ 82.84	$ 82.84	$ 30.00	$ 77.50	$ 225.00
Suction Hose, 8"x20"	$ 64.14	$ 165.69	$ 165.69	$ 60.00	$ 155.00	$ 431.25
Suction Hose, 10"x20"	$ 82.84	$ 211.12	$ 211.12	$ 77.50	$ 197.50	$ 581.25
Suction Hose, 12"x20"	$ 110.90	$ 277.93	$ 277.93	$ 103.75	$ 260.00	$ 775.00
Discharge Hose, 2"x50"	$ 10.69	$ 21.38	$ 21.38	$ 10.00	$ 20.00	$ 60.00
Discharge Hose, 3"x50"	$ 13.36	$ 29.40	$ 29.40	$ 12.50	$ 27.50	$ 77.50
Discharge Hose, 4"x50"	$ 20.04	$ 53.45	$ 53.45	$ 18.75	$ 50.00	$ 147.50
Discharge Hose, 6"x50"	$ 33.41	$ 85.52	$ 85.52	$ 31.25	$ 80.00	$ 222.50
Discharge Hose, 8"x50"	$ 57.46	$ 144.31	$ 144.31	$ 53.75	$ 135.00	$ 397.50
Discharge Hose, 10"x50"	$ 77.50	$ 187.07	$ 187.07	$ 72.50	$ 175.00	$ 537.50
Discharge Hose, 12"x50"	$ 100.22	$ 247.20	$ 247.20	$ 93.75	$ 231.25	$ 687.50

Notes:
1. Orange highlighted rates include site inspection, installation, base rental cost, fuel and maintenance of the unit.
2. Green highlighted rates includes only base rental cost.
3. Ceres shall invoice the County the mobilization/demobilization charge at cost.

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CERES ENVIRONMENTAL

May 13, 2015

Hidalgo County
Erin Livingston, Senior Environmental Planner
P.O. Box 22777
Houston, Texas 77227

RE: **Disaster Debris Clearance and Removal Services**
Due: 5/21/2015 at 4:00 PM CT

Dear Ms. Livingston:

We are pleased to submit the enclosed proposal for the **Hidalgo County Disaster Debris Clearance and Removal Services.** Ceres Environmental Services, Inc. is an experienced disaster recovery and government contracting firm capable of providing personnel, equipment and resources to rapidly and efficiently respond to a disaster recovery event. Our services include debris removal and segregation, demolition and hazardous material management, debris reduction and site management, and the collection/generation of FEMA-required project documentation.

In 2008, Ceres received an "Outstanding" performance review from the U.S. Army Corps of Engineers for our work in Louisiana following Hurricane Katrina. In the same year, Ceres also responded to Hurricane Dolly damage in Cameron County, TX and Hurricane Ike in Galveston, Harris, and Chambers Counties, TX. We are confident that if Ceres is selected for an event response based on this proposal, you will also find our services to be exemplary. We have a long list of satisfied clients and would be pleased to serve your community as well.

Our 20-acre recycling center and equipment facility located in Houston, TX, **located about 5 hours from Edinburg,** will from which to manage our post-disaster work in Hidalgo County. Other permanent offices for Ceres Environmental Services, Inc. give us good geographical dispersion. Those offices are located in Sarasota, FL and Brooklyn Park, MN.

Company Officers David A. McIntyre, Owner and President; Steve Johnson, Corporate Secretary; and David Preus, Senior Vice President have signature authority to bind the company and can all be reached by calling Ceres' toll free number 1-800-218-4424.

We look forward to the opportunity to be your supplier of disaster recovery services.

Sincerely,

Steven M. Johnson
Corporate Secretary
Ceres Environmental Services, Inc.

Enc.

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Disaster Debris Clearance and Removal Services

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6 Pricing *(separate file)*

1 CORPORATE SUMMARY

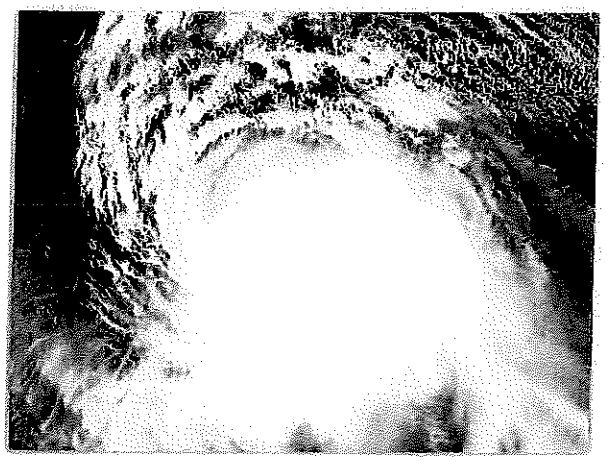
Overview

Ceres Environmental Services, Inc. is one of the nation's leading disaster recovery contractors, deploying across North America from its permanent disaster response facilities in Texas, Florida and Minnesota. Since its founding in 1976, Ceres has been awarded over **$1.7 billion in FEMA-funded disaster recovery projects** across the United States. While under contract for one billion dollars, Ceres was able to complete the work for about half that amount, saving hundreds of millions of dollars for the Government. The U.S. Army Corps of Engineers officially evaluated **Ceres' overall performance during the Katrina cleanup as "Outstanding". Ceres was specifically noted for use of local contractors; quality, efficiency and swiftness of performance; and cooperation while managing a changing and evolving work scope.** Since 1992, Ceres has been directly involved as a prime contractor in post-event recoveries from such major events as Hurricanes Andrew, Georges, Katrina, and Ike; the 1999 Oklahoma City tornado and the 2011 Alabama tornadoes; flooding in Iowa in 2008 and North Dakota in 2011; earthquakes in Haiti in 2010 and New Zealand in 2011; and Superstorm Sandy.

Our mission is to serve units of Government with time-critical disaster recovery and heavy construction services. We have an enviable reputation for speedy deployment, excellent work, and experienced site management. After 38 years of doing demanding work in almost every U.S. state and territory, Ceres is still known for keeping its promises: **Ceres has never defaulted on a contract, failed to complete a contract, nor had any client denied reimbursement.** An evaluation from the Department of the Navy is typical: *"perhaps the finest contractor I have worked with...."* Ceres always adheres to the highest standards of quality, integrity and safety.

The core competencies Ceres commits to every project are:

- Rapid Deployment
- Experienced Project Management
- Financial Stability
- Owned Equipment, and
- Trusted Subcontractors



Rapid Deployment

Over the years, we have developed and refined our ability for rapid response mobilizations. In Cameron County, Texas, Ceres representatives and equipment were in place before Hurricane Dolly hit and a representative of the Ceres Advance Team sheltered in the County Emergency Operations Center before and during landfall with the County officials. In Jefferson Parish, LA, Ceres hauled more than 45,000 cubic yards on the first day of operation. In Kansas City, MO, more than 200 trucks were hauling within 72 hours of contract award. In Florida's Operation Blue Roof, Ceres had more than 180 roofers installing temporary roofs within 72 hours of contract award. For Hurricane Andrew, Ceres provided the U.S. Army Corps of Engineers with 25 new chippers, along with 25 trucks and associated crews within 48 hours of contract award. The clients' performance requirements were met or exceeded throughout the contracts and subsequently, available contract extension options were exercised.

Ceres uses local "teaming partners" as well as strategically placed owned equipment staging and office locations in Sarasota, FL; Bonifay, FL; Houston, TX; and Brooklyn Park, MN. Ceres can provide significant equipment and staffing within 24 hours of storm subsidence.

Experienced Project Management

The company has more than 60 full-time professional and managerial staff with disaster experience, many of whom hold degrees in areas such as: Business Administration, Structural and Civil Engineering, Forestry, Geology, Science and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers certified in Construction Quality

Management; certified in Emergency Management by FEPA; have been certified by FEMA in NIMS; are Red Cross certified in first aid; and have completed OSHA's 40 hour safety training course. Ceres' management is also experienced in a wide variety of geographic conditions. Their work histories include all U.S. states, Puerto Rico, Thule, Greenland, Ascension Island, Haiti and New Zealand.

Ceres' management has demonstrated its ability to respond to large-scale events. Shortly after Hurricanes Katrina and Rita in 2005, the U.S. Army Corps of Engineers (USACE) awarded Ceres a $1 billion contract for disaster response, including: loading, hauling, reducing, and disposing of debris and white goods; trimming and removal of hazardous trees; demolition of storm damaged buildings; collection of household garbage; environmental sampling and monitoring of disposal sites; and life support services. This contract covered 11 Louisiana Parishes and required the operation of 54 reduction/disposal sites. Ceres achieved a record-setting mobilization, hauling more than 45,000 cubic yards of debris in its first day on the job (from Jefferson Parish, LA). Ceres rapidly achieved large-scale capacity, reaching a maximum production of 194,584 cubic yards per day and eventually hauling, reducing, and disposing over 13.4 million cubic yards of debris, over 315,000 units of white goods, while trimming or removing over 165,000 hazardous trees.

Ceres has the resources and experience to handle multiple events and locations. During the summer of 2008, Hurricanes Dolly, Gustav and Ike all impacted the Gulf Coast. When Dolly hit the Texas coast Ceres was ready, with people and equipment already on the ground in Cameron County, TX. As Ceres' response to Dolly was wrapping up, Gustav hit Louisiana, and two weeks later Ike hit the Houston, TX area. Ceres responded quickly to both new storms, performing in eleven different locations covered by separate debris removal contracts in Texas and Louisiana.

Following Hurricanes Katrina, Rita, and Wilma in 2005, Ceres performed several other emergency response contracts—often at the same time—including: Katrina debris removal for the City of Biloxi; Hurricane Wilma debris removal for the City of Palm Beach Gardens, FL; Katrina debris removal for the Parish of Terrebonne, LA; and the installation of over 22,000 temporary roofs on private residences in two states under two separate "Blue Roof" contracts with the U.S. Army Corps of Engineers (USACE). During this same period, Ceres maintained its schedule on its non-disaster construction and environmental work for the US Department of Agriculture, the Army Corps, and other customers in CA, TX, AR, MN, and PR.

Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures that Ceres performance on this project will be to the Client's utmost satisfaction.

Ceres' management has demonstrated its commitment to safe operations. Safety is a key component of our company. We bring this emphasis to our debris management work as shown by four important awards. We were a 2015, 2011 and 2009 Recipient of the National Safety Council (NSC) Occupational Excellence Achievement Award. This award recognizes outstanding safety achievements among its members and is designed to help promote the prevention of workplace injuries and illnesses. In 2010, we received a Perfect Record Award for operating an entire year without occupational injury or illness and a Million Mile Club award for driving without a Preventable Incident.

In 2007, Ceres received the Million Work Hours award from the NSC. The award is for 1,000,000 work hours without occupational injury or illness involving days away from work during our Hurricane Katrina debris work.

In 2008, Ceres performed sixteen separate debris removal missions following ice storms, flooding, and hurricanes Dolly, Gustav and Ike. During the performance of these missions, there were zero lost time injuries.

Ceres' management has demonstrated its commitment to superior performance and customer satisfaction. During 2005, Ceres' pre disaster event contracts with Terrebonne Parish, LA and Palm

Beach Gardens, FL were activated in response to Hurricanes Katrina and Wilma. Ceres had management staff on the ground before either hurricane made landfall. Katrina and Rita work in other places already had Ceres fully mobilized and in the midst of moving millions of cubic yards of debris and installing thousands of temporary roofs in Mississippi and Florida. Nevertheless, the City of Palm Beach Gardens received such a high level of service that they evaluated Ceres' performance as "Exceptional."

Ceres' management has demonstrated a high level of capability and adaptability. During its performance of Hurricane Georges recovery work for the USACE in Puerto Rico, Ceres rapidly mobilized equipment and personnel from the mainland and operated 17 temporary reduction sites over an area of 3,000 square miles across the island of Puerto Rico. Eventually, Ceres reduced, processed, and sorted more than 2.3 million cubic yards of debris, while simultaneously hauling and disposing of 1 million cubic yards of debris (and processed material), and installing approximately 3,000 temporary roofs. Ceres handled this challenging project despite the fact that it was Ceres' first project in a place where English was not the native language; and where qualified subcontractors did not exist. Ceres management responded with multi-lingual project leadership, who hired and directly managed more than 1,400 local employees. This project earned a high customer evaluation.

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325/July 2007, as well as additional resource books Public Assistance Guide FEMA 322/June 2007 and Public Assistance Policy Digest 321/January 2008.

Financial Stability

Ceres' excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts in excess of $400M per single project. During the 2005 storm season, Ceres provided bonds for three concurrent Army Corps hurricane response projects with contract award amounts of $1B, $60M, and $50M. With more than $50M in liquid working capital and additional credit lines available, Ceres has unrivalled access to the levels of working capital necessary to keep its promises and handle the biggest and most complex jobs.

Owned Equipment

Ceres owns more than 500 pieces of disaster response equipment. Ceres invests heavily in owned equipment because it assures rapid response times, provides additional flexibility and direct management control.

Because of its extensive company-owned fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors. On a 2002 storm debris project, for Kansas City, MO, Ceres provided equipment for a project requiring completion within 16 days of contract award (the first pass required hauling over 500,000 cubic yards). Ceres successfully met the 16 day first pass deadline and the Kansas City Project Manager in charge won an award for his outstanding disaster response performance.

Ceres' Houston facility with some of our over 450 pieces of equipment

Ceres owns all the life support equipment needed for supporting its own personnel including: mobile living quarters, food supply, large potable water supply tanks, and large septic storage systems. These systems have saved valuable management time in responses to such higher category storms as Katrina. Ceres also has available life support systems for project-wide support and Government personnel. In Ceres' Jefferson Parish, LA response following Katrina, for example, Ceres provided total life support for more than 400 people, and subcontractor fueling services for enough equipment to move 70,000CY of debris per day.

Ceres owns four self-contained office trailers including satellite internet connections and satellite phones as well as additional loaner satellite cell phones for the customers' management teams. Ceres regularly supplies rental satellite phone service to its clients.

Trusted Subcontractors

Ceres maintains one of the industry's largest networks of pre-screened and fully qualified subcontractors, including local vendors and preferred vendors. Our subcontractors are evaluated on many levels, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost. Ceres knows that a big part of local recovery is economic, so Ceres always strives to employ qualified local labor. The subcontractors are also grouped in Response Regions based on distance from Hidalgo County's service area in order to facilitate contacts if and when pre-event mobilization plans are activated.

It is the formal policy of Ceres to utilize local subcontract services in the performance of the proposed contract to the maximum extent possible. In the emergency disaster response and recovery activities carried out under the contract, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency. Ceres recognizes the advantages obtainable by utilizing other responsible and experienced firms capable of furnishing specialty services and products of high quality, but first priority will be given to those subcontractors who are from the area or regularly do business there. During Ceres' Army Corps contracted disaster relief response in the state of Louisiana following Hurricane Katrina, local contractors received 55.9% of the total dollars paid to Ceres.

In accordance with Ceres Corporate policies, it is our practice to use Local and other Small Businesses (SB) and also HUBZone, Veteran-Owned (VO), Service Disabled Veteran-Owned (SDVO), Small Disadvantaged (SDB), Women-Owned (WOSB), Historically Black Colleges and Universities (HBCU), and Minority Institutions (MI) for the provision of equipment, labor, services, and supplies to the maximum extent possible. In our most recent reporting on our federal contracts, we exceeded our goals in each of the applicable categories. This report shows that Ceres paid Small Business Concerns 75.6% of the total dollars, with 12.0% going to SDBs, 13% to WOSBs, 3.3% to HUBZone SBs, 11% to VOs, and 9.5% to SDVOs.

While Ceres' database of screened and qualified subcontractors consists of over 5,600 firms from all across the country, Ceres intends to draw from a more select list of regionally based subcontractors to provide the highest level of performance, including rapid mobilization. Other firms that have shown exemplary performance standards in previous disaster recovery efforts are included in this list.

In Ceres' subcontractor registration process, all potential firms are required to demonstrate their knowledge of the disaster recovery process, including safety, knowledge of FEMA related topics, eligible debris, etc. After careful scrutiny, the firms that meet Ceres' rigorous standards are added to the list of preferred subcontractors. Additionally, after each disaster recovery project, Ceres managers go through a complete performance evaluation of each subcontractor that worked on the project.

All subcontractors have been screened through the Excluded Parties List System and only those shown to have no history on the list will be chosen for this project.

Qualities and Attributes

Reliable

In 1997, Ceres was selected by the United States Air Force for an emergency demolition project at Thule Air Base, Greenland, 700 miles from the North Pole. This difficult demolition project consisted of a large, severely damaged building that was in imminent danger of collapsing on a critical Early Warning Radar station protecting the U.S. East Coast. Unique project challenges included air lifting a 70,000 pound piece of specialized demolition equipment to Greenland and performing the work during October with limited daylight, severe cold, and the danger of strong winds in excess of 200 mph

coming off the Greenland glacier. Ceres was given an outstanding rating for its performance on this project.

Respected
National magazines, including *Biocycle* and *Wood Waste Recycling*, have featured Ceres' urban wood waste recycling efforts and emergency debris management services. Ceres was also the honored recipient of the Minnesota Governor's *Certificate of Commendation* in 1995 for our innovation in the tree recycling industry. We have numerous letters of recommendation and high post project evaluations.

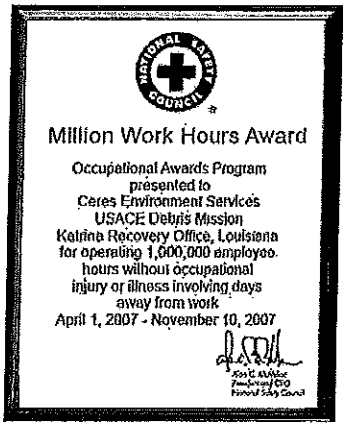
Experienced
Ceres has performed disaster recovery work on over 100 FEMA-reimbursed contracts in excess of $700M, and has been repeatedly selected by federal and local government agencies for pre-event emergency response contracts. Ceres has performed emergency work contracts of less than $25,000 and up to $1 billion. Our clients have provided excellent references based on their satisfaction with our work. Our experience makes us a superb choice for cities and counties that need the security of a proven company. Ceres has also been selected for large demolition and construction projects contracted by the U.S. Air Force, Navy, and Army.

Our expertise in large construction projects also provides us with the managerial expertise necessary to organize and perform major public projects such as disaster cleanup. Ceres has performed superbly in construction projects ranging from a large park in Puerto Rico with athletic fields and 30 structures, to levee repair work, to renovation of an underground park in Kentucky. This history exhibits the technical expertise that ensures all of our customers are pleased with their selection of Ceres.

Capable
Ceres is staffed by professionally trained individuals with more than 200 collective years of experience in disaster recovery management. Ceres provides regular on-going training for field employees as well as our professional staff. Ceres' superintendents carry the following certifications and formal training: USACE certification for Quality Control; FEMA NIMS; 30-hour Construction Safety accreditation; and Hazwoper 40-hour training. Selected Superintendents also have training in asbestos and lead abatement. Ceres also provides its employees with outside disaster response training through FEMA-sponsored courses.

The U.S. Army Corps of Engineers evaluated numerous offerors on their project management capabilities and experience and selected Ceres for an award as an Advance Contract Initiative Disaster Debris Management Contractor.

Safe
We take special care to minimize the risk of injury in the disaster area to both our workers and the general public – safety first. It is the practice of Ceres to employ a full-time Health and Safety Officer. The Health and Safety Officer is responsible for overseeing Ceres' field Safety Officers who are experienced in various aspects of safety compliance relative to construction activities, industrial hygiene and traffic safety. Safety Officers possess a variety of qualifications including: OSHA 10-hour and 30-hour training certifications; First Aid and CPR; and Hazwoper 40-hour certifications. Ceres' full time field employees have CPR/First Aid/AED training.



In 2010, we received a **Perfect Record Award** for operating an entire year without occupational injury or illness and a **Million Mile Club** award for driving without a Preventable Incident.

There were no lost time injuries during all of Ceres' 2005 temporary roofing operations with over 22,000 roofs installed. In 2004 with over 1,000 workers in the field, no lost time injuries occurred on any of our projects during disaster recovery operations across nineteen Florida counties.

Ceres was named a recipient of the **Million Work Hours Award** for our superb safety record on the Katrina Debris project for the U.S. Army Corps of Engineers. This award and others can be found on our website at http://ceresenvironmental.com/about-us/safety/ .

FEMA Knowledgeable

Ceres has more than 23 years of successful FEMA-reimbursed disaster work. Ceres' management staff has a long tenure with strong expertise in FEMA requirements for documentation, eligibility, general rules compliance, and methodologies.

Ceres augments staff FEMA experience with certified FEMA training classes for its general management. Ceres has assisted numerous clients during the post-disaster reimbursement application process, and our clients have never been denied reimbursement for our work. For example, two years after one project was completed, FEMA conducted an audit of that City during which the City was unable to provide complete truck certification logs. FEMA indicated that due to the missing truck documentation, they intended to take a reimbursement reduction from the City in excess of $1,000,000. When the City notified Ceres about this matter, Ceres was able to provide the missing information from its well-organized records; the City subsequently received all of its eligible reimbursement without any reduction.

Community Relations

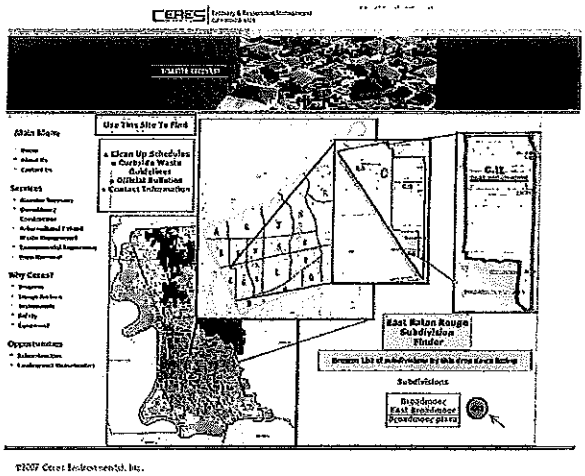
One of Ceres' most important support functions in the event of a natural disaster is to help Hidalgo County officials engage in community relations. Ceres provides important resources for keeping residents informed on the progress of cleanup.

Toll Free Hotline and E-Mail Management

Large phone and e-mail traffic from concerned residents are a part of every natural disaster. Ceres maintains a toll free Storm Hotline that is staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12**. The number is prominently displayed on all Ceres equipment working the clean-up area. Ceres monitors call and e-mail volume, and establishes additional toll free numbers and enlists additional staff whenever greater capacity is required to ensure maximum community responsiveness.

All call center staff keep a log of incoming calls and e-mails, record the address of the reported incident, resident name, reported complaint, date and time of reported incident, and the truck number (if applicable). All call logs are collected and managed by Ceres' Customer Contact Database Group.

This group compiles all incoming resident communications and organizes them into date/time of receipt and response priorities. Trained Ceres account executives sort through messages and identify time-sensitive incidents such as broken water lines, which would receive immediate attention. Each account executive identifies all the pertinent information, investigates the reported incident, and ultimately locates the responsible crew if fault is found. Reports from this database will be accessible daily or weekly and can be disbursed to Hidalgo County officials accordingly.



The CeresWeb™ Cleanup Clearinghouse Web Site

Ceres has developed a Web-based disaster-response data clearinghouse specifically designed to provide vital cleanup information and inform residents and businesses of the progress of cleanup in their area. **CeresWeb™** enables residents to rapidly identify their location - right down to the individual neighborhood - and access vital cleanup information, such as debris collection instructions, the latest cleanup scheduling for their area, contact information, etc.

CeresWeb™ gives Hidalgo County a vital communication tool to employ when seeking to keep residents as informed as possible when handling a natural disaster.

Client Satisfaction-Oriented

Ceres is in business to serve governmental agencies. We recognize that providing customer satisfaction is critical to our success. Our satisfied customers and the commendation letters and evaluations quoted below speak for themselves.

[Ceres] showed extreme reliability and dedication in the midst of chaos… Ceres Environmental has my highest recommendation.

James A. (Jimmie) Stephens, County Commissioner, Jefferson County, Alabama

I would like to officially express my gratitude and admiration for your leadership and expediency of action in providing the Corps of Engineers with logistical and operational support. I feel confident that with leaders like you the Corps of Engineers and the State of Louisiana will have little difficulty in continuing to succeed in the recovery mission.

Wesley Todd, Mission Manager, U.S. Army Corps of Engineers

The City of Palm Beach Gardens recommends Ceres Environmental as a responsive Contractor

David Reyes, Operations Director, City of Palm Beach Gardens

…I would like to thank Ceres and all of its personnel for the services that you provided during this most trying of times. I thought that you and your staff handled yourselves in a most professional manner and it was a pleasure working with you.

Don Brandon, P.E, County Engineer, Chambers County, Texas

Perhaps the finest contractor we've worked with.

This quote was taken from the official Navy project performance evaluation of Ceres.
Department of the Navy, Naval Facilities Engineering Command, El Centro CA.

While many out of state contractors used this opportunity to take advantage of the situation, your organization rose above the rest with superior customer service...

James A. Randolph, Asst. to the Town Manager, Town of Windsor, VA

This letter is to strongly recommend Ceres Environmental Services, Inc., as a government contractor.

William T. Hopkins, Director of Planning, Engineering and Public Works, Town of Smithfield, VA

Ceres has given us exemplary service. They have been responsive to the needs that are unique to our County, they have advised us of FEMA regulations, they have made suggestions to save the County money and most importantly they conducted their business in a professional manner….I have been most impressed by their thoroughness and flexibility.

Donald M. Long, Director of Public Works, County of Isle of Wight, VA

I would like to thank Ceres for the excellent job …. Ceres did an excellent job in the coordination and the removal of tree damage that occurred…. I would highly recommend them for any future cleanup because of the proficiency and timely manner in which they operated.

Tim Stevens, Superintendent of State Highways, Kentucky State Highway Department

2 STANDING PRE-EVENT CONTRACTS

Ceres Environmental Services, Inc. currently has over 180 pre-position Emergency Response contracts in place.

Contract Owner	Contract Title/Type	Contract Start	Contract End	Name & Title	Contact Phone
Albemarle County, VA	RFP #2014-05223-63 Debris Management Services	08/08/14	08/08/16	Kelly J. Okken, Purchasing Agent	(434) 296-5854
Athens-Clarke County Consolidated Government	RFP #00649 Emergency Debris Management	11/26/14	11/26/17	Suki Janssen, Interim Director Solid Waste Department	(706) 613-3501
Atlanta, GA (City of)	Emergency On-Call Debris Removal Services	02/21/12	02/22/15	Anthony D. Stanley, Contracting Officer	(404) 330-6384
Atlantic Beach, FL (City of)	RFP 11-04 Emergency Debris Management Services	07/14/14	11/30/17	Douglas E. Layton, Director of Public Works	(904) 247-5834
Augusta, GA (City of)	RFP #14-189 Debris Removal Services	01/16/15	01/16/18	Chris James, Chief - EMA Director	(706) 821-2300
Austin, TX (City of)	H-GAC Contract No. CE13-030 Disaster Debris Clearance and Removal Services	09/11/14	12/31/16	Tracy Franklin, Contract Administrator	(512) 974-2034
Bay County, FL	Debris Management and Removal Services	06/12/12	05/31/15	Wendi W. Sellers, Purchasing Director	(850) 248-8270
Beaufort County, SC	Storm Debris Removal, Debris Management Site Operations and Disposal	09/01/10	08/31/15	James Minor, Public Works	(843) 255-2800
Beaumont, TX (City of)	Emergency Standby Products, Services and Debris Removal Contract	10/01/09	07/14/15	Patrick Bardwell, Purchasing Manager	(409) 880-3175
Bell County, TX	Disaster and/or Storm Recovery Services	08/06/12	08/06/15	Russell Williams, Jr., Assistant Auditor	(254) 933-5112
Belleview, FL (City of)	Disaster Recovery Operations	01/20/09	01/20/15	Donna McMurdy, Public Works	(352) 233-2115
Bradenton, FL (City of)	Debris Management Services	04/28/10	04/28/15	Ricardo Ramos, Public Works Section Manager	(941) 708-6300
Bradford County, FL	Emergency Debris Removal	08/31/13	08/31/15	Brian K. Johns, Director of Emergency Management	(904) 966-6336
Brazoria County, TX	Disaster and/or Storm Debris Removal and Hauling	06/20/13	06/09/15	Lesa Girouard, CPM, Purchasing Director	(979) 864-1825
Broward County BOCC, FL	Temporary Debris Management Site Services	03/17/15	03/16/20	Amanda Simmens, Purchasing Project Manager	(954) 357-6549
Brunswick County, NC	Debris Management and Emergency Resources	08/19/13	11/19/15	Stephanie Lewis, Director of Operations Services	(910) 253-2520

Contract Owner	Contract Title/Type	Contract Start	Contract End	Name & Title	Contact Phone
Cameron County, TX	Debris Management	06/21/12	06/21/17	Nate Flores, Emergency Operations Administrative Assistant/Planner	(956) 547-7000
Cameron County, TX	Transportation and Disposal of Hazardous Waste	06/21/12	06/21/17	Nate Flores, Emergency Operations Administrative Assistant/Planner	(956) 547-7000
Charleston County, SC	Standby Contract for Initial 70-Hour Road Clearing and Removal and Disposal of Debris Generated by a Disaster	08/15/12	06/30/15	Chuck Wiggins, Contracts Administrator	(843) 958-4757
Charlton County, GA	Professional Debris Removal Services	05/07/14	05/07/17	Bruce Young, EMA Director	(912) 496-1081
Clear Brook City MUD, Houston TX	Disaster Debris Clearance and Removal Services	08/22/14	08/22/18	Chris Clark, General Manager	(281) 484-1562
Clinton, CT (Town of)	Disaster Debris Managemet Services	01/24/14	12/31/15	Jeffrey Stevens, Director Emergency Management Services	(401) 536-8178
Cobb County, GA	County-Wide Unit Price Contract	01/01/13	01/01/16	Robert J. Galante, P.E., Department of Transportation	(770) 528-1600
Coconut Creek, FL	Emergency Debris Management Services	06/01/13	06/01/17	Christina Semeraro, Purchasing Agent	954-956-1584
Columbia County, GA	Disaster Debris Management Pre-event contract	02/09/09	05/31/15	Tammy John, CPPB, Procurement Department	(706) 312-7283
Coral Gables, FL (City of)	Debris Management Services	03/10/09	06/10/15	Michael Pounds, Chief Procurement Officer	(305) 460-5721
Dawson County, GA	RFQ #247-14 Disaster Debris Removal & Disposal Services	01/01/15	12/31/15	Davida Simpson, Purchasing Director	(706) 344-3501
Daytona Beach, FL (City of)	Emergency Disaster Debris Removal	09/19/12	09/19/17	James R. Sloane, City Engineer	(386) 671-8610
Delaware (State of)	Emergency Standby Materials and Services	10/15/14	10/15/15	Roxann Parker, State Contract Procurement Officer II	(302) 857-4550
Delray Beach, FL (City of)	Disaster Debris Removal	09/04/12	11/30/15	Patsy Nadal, Purchasing Manager	(561) 243-7161
Denham Springs, LA (City of)	Disaster Debris Removal	05/01/14	04/30/15	Melvin Womack, Purchasing Agent	(225) 667-8385
Doral, FL (City of)	Emergency Debris Removal	08/20/13	08/20/15	Carlos Arroyo, CFM	(305) 593-6740
Downtown Development District of New Orleans, LA	Emergency Debris Removal Services	08/15/14	05/31/15	Richard McCall, Director of Operations	(504) 561-8927
Effingham County, GA	Disaster Debris Removal Services	08/05/14	06/30/17	Fiona Charleton, Purchasing Agent	(912) 754-2123

Contract Owner	Contract Title/Type	Contract Start	Contract End	Name & Title	Contact Phone
El Campo, TX (City of)	Disaster Debris Clearance and Removal Services	06/21/10	08/28/15	James F. George Jr., Emergency Management Coordinator	(979) 543-3335
El Paso County	Debris Management Services	09/18/13	12/31/15	Ken Lavey, CPPB, Procurement Department	(719) 520-6401
Escambia County School District, FL	RFP #141802 Tree Debris Removal	06/01/14	05/31/15	Allison Watson, Sr. Purchasing Agent	(850) 469-6210
Escambia County, FL	Disaster Debris Collection	07/08/10	07/07/15	Claudia Simmons, Purchasing Manager	(850) 595-4980
Fayette County, GA	Proposal #P906 Debris Removal	10/27/14	06/30/16	Trina Barwicks, Contract Administrator	(770) 305-5314
Florida A&M University	ITN#1228LCSA SUS Disaster Recovery Operations	03/16/15	06/30/16	Keisha McQueen, Procurement	(850) 599-3203
Florida Department of Transportation District 2	Emergency Debris Removal - Cut and Toss	05/22/14	05/22/15	Scott Blocker, Procurement Services Administrator	(386) 961-7617
Florida Department of Transportation District 4	Pre-Event Cut and Toss Debris Removal	05/02/13	05/02/16	Maurice Borrows, Procurement Manager	(954) 777-4621
Florida Department of Transportation District 4	Pre-Event Emergency Debris Removal	05/02/13	05/02/16	Maurice Borrows, Procurement Manager	(954) 777-4621
Florida Department of Transportation District 7	Pre-Event Cut and Toss Debris Removal Z7035	11/18/13	12/05/15	John D. Ellis, District Contracts Administrator	(813) 975-6467
Florida International University (FIU)	Natural Disaster Emergency Debris Removal Services	02/27/12	02/26/16	Jimmy Carmenate, Associate Controller	(305) 348-1246
Forsyth County, GA	Emergency Debris Clearing, Hauling, and/or Vegetation Trimming Services	01/19/12	12/31/15	Donna Kukarola, Purchasing Director	(770) 888-8872
Frederick County, MD	Disaster Removal and Disposal of Tree and Brush Debris	08/25/11	08/23/15	Patricia M. Guise, CPPB Procurement Analyst III	(301) 600-1069
Friendswood, TX (City of)	Pre-event Debris Management Services	04/06/09	04/06/19	Debbie Murphree, Office of Emergency Management	(281) 996-3335
Gloucester County, VA	Site Management for Debris Reduction & Debris Hauling	09/07/12	04/01/15	Bill Lindsey, CPPO, CPM, Purchasing Manager	(804) 693-1210

Contract Owner	Contract Title/Type	Contract Start	Contract End	Name & Title	Contact Phone
Glynn County, GA	Debris Removal and Disposal Services	08/16/12	06/30/15	Melissa Messer, Purchasing	(912) 554-7135
Golden Beach, FL (Town of)	Disaster Recovery Services	06/24/08	06/24/17	Lissette Perez, Assistant to the Town Manager	(305) 932-0744
Grand Prairie, TX (City of)	#13106 Disaster Debris Hauling	01/08/14	01/07/16	Angi Mize, Purchasing Division	(972) 237-8262
Gwinnett County, GA	Disaster Debris Removal, Reduction, Disposal and Other Emergency Debris Related Services	01/01/13	12/31/15	Bryant Davis, Purchasing Division	(770) 822-8731
Harmony, NC (Town of)	Pre-Event Disaster Debris Removal	07/01/13	07/01/16	Joyce Rogers, Mayor	(704) 546-2339
HGAC (Houston Galveston Area Council)	Prequalification for Disaster Debris Clearance and Removal Services	01/01/13	12/31/16	Cheryl Mergo, Solid Waste Program Manager	(713) 993-4520
Hillsborough County, FL	Disaster Debris Management Services	05/16/07	12/31/15	John Hollingshead, CPPB, FCPA Director of Procurement Services	(813) 272-5790
Hollywood, FL (City of)	Emergency Debris Removal from Limited Spaces and Gated Communities	06/21/13	07/22/15	Linda Silvey, Procurement Specialist	(954) 921-3200
Hollywood, FL (City of)	Emergency Response and Recovery Services	06/21/13	07/22/15	Linda Silvey, Procurement Specialist	(954) 921-3200
Humble, TX (City of)	Disaster Debris Clearance and Removal Services H-GAC-CE-2012-10-001	12/12/14	12/31/16	Mark J. Martin, Facilities Manager	(281) 446-3061
Iredell County, NC	Pre-Event Disaster Debris Removal	04/16/13	04/16/16	David Lambert, Director of Solid Waste	(704) 878-5430
James City County	Disaster Related Debris Removal	09/04/13	09/04/15	John Home, General Services Manager	(757) 259-4127 (o) (757)592-5897 (cell)
Jefferson Parish, LA	RFP 0301 Post Disaster Collection, Processing & Disposal Services	05/29/14	05/29/16	Eula A. Lopez, Parish Clerk (Purchasing)	(504) 364-2678
Jupiter Island, FL (Town of)	Disaster Recovery Debris Removal 2009/2010-01	07/09/10	07/12/15	William R. Hurst Jr., Director of Public Works	(772) 545-0100
Jupiter Island, FL (Town of)	Emergency Disposal of Disaster Related Debris 2009/2010-02	07/09/10	07/12/15	William R. Hurst Jr., Director of Public Works	(772) 545-0100

Contract Owner	Contract Title/Type	Contract Start	Contract End	Name & Title	Contact Phone
Katy, TX (City of)	Disaster Debris Clearance and Removal Services	05/01/11	05/26/16	Elaine Lutringer, Director of Public Works	(281) 391-4830
Kenner, LA (City of)	Post-Disaster Debris Collection, Processing and Disposal Services	07/23/12	07/26/16	Theresa Nevels, Purchasing Director	(504) 468-7262
La Porte, TX (City of)	RFP #14504 Debris Removal Services	12/01/14	12/01/15	Jeff Suggs, Emergency Management Coordinator	(281) 470-0009
Lafourche Parish, LA	Disaster Debris Removal and Recovery Services	07/09/13	07/09/15	Jerome Danos, Solid Waste Manager	(985) 493-6928
Lake Worth, FL (City of)	Disaster Debris Removal and Disposal Services	06/19/12	06/18/16	Kari Hansen, Purchasing Agent	(561) 586-1674
Lantana, FL (Town of)	Emergency Debris & Disaster Recovery Services	02/13/12	02/13/15	Michael Bornstein, Town Manager	(561) 540-5000
League City, TX (City of)	Disaster Debris Clearance and Removal Services	05/01/11	05/01/14	Jeff Spears, Contract Administrator	(281) 554-1334
Lee County, FL	RFP B-140102 Disaster Emergency Clearance of Roads & Streets	05/20/14	05/20/19	Lisa Crone, Procurement Analyst	(239) 533-5875
Livingston Parish, LA	Debris Removal & Site Management for Debris Reduction and Emergency Roadway Clearance	09/13/12	09/13/15	Mark Harrell, Director of Homeland Security	(225) 686-3066
Longboat Key (Town of) FL	RFP #14-005 Disaster Recovery Services	07/15/14	07/15/17	David R. Bullock, Town Manager	(941) 316-1999
Los Angeles County, CA	As-Needed Emergency Debris Removal Services #003139, $25M	09/19/12	09/19/17	Gail Farber, Director of Public Works	(626) 458-5100
Los Angeles County, CA	As-Needed Emergency Debris Removal Services Program #003215, $100M	01/15/14	01/15/19	Gail Farber, Director of Public Works	(626) 458-5100
Love Valley (Town of)	Pre-Event Disaster Debris Removal	11/01/13	11/01/16	Ana Kennedy, Town Clerk	(704) 592-2112
Lynn Haven, FL	Debris Clearing and Removal	06/01/13	06/01/16	Amanda DeLonjay, Purchasing Clerk	(850) 265-7520
Manatee County	RFP #14-0330FL Debris Management Services	05/05/14	05/13/16	Frank G. Lambertson, Contracts Negotiator Purchasing	(941) 749-3042
Manatee County School District (FL)	Disaster Recovery Services	01/10/11	10/25/15	Renee Hayes, Purchasing Manager	(941) 751-6550

Contract Owner	Contract Title/Type	Contract Start	Contract End	Name & Title	Contact Phone
Maryland (State of)	Debris and Snow Removal for Emergency Services	01/01/13	12/31/15	Joseph Palechek, Procurement Officer	(410) 767-3207
McAllen, TX (City of)	Catastrophic Event Debris Removal	01/27/13	01/27/16	Elizabeth Cabrera, Interim Dir. Of Purchasing & Contracting Department	(956) 681-1130
Melbourne, FL (City of)	Disaster Debris Removal Services	01/01/11	12/31/15	Jennifer Wilster, Environmental Community Outreach Manager	(321) 674-5761
Miami Beach, FL (City of)	Disaster Recovery Services	08/27/14	08/27/17	Kenneth Patterson, Procurement Department	(305) 673-7000
Miami, FL (City of)	ITB#274253 Emergency Debris Removal & Disposal Services	08/06/14	12/21/15	Amy Gandarilla, Purchasing	(305) 416-1925
Miami-Dade County Schools, FL	Contract No. 026-PP06 Emergency Debris & Hazardous Tree Removal	05/07/14	05/06/15	Claudette Vanwhervin, Buyer, Procurement Management Services	(305) 995-2338
Miami-Dade County, FL	Pre-Qualification - Oil Spill Remediation Services	09/17/10	12/31/15	Kml Ra, Procurement Contracting Supervisor	(305) 375-5289
Miami-Dade County, FL	Emergency Debris Removal Pre-Qualification	10/01/12	04/01/18	J. Carlos Plasencia, CPPB, Emergency Preparedness Coordinator	305-375-4260
Miami-Dade County, FL	Bid No. 9360-1/23 Hauling & Disposal of Emergency Debris	12/31/13	12/31/18	Herman Ramsey, Procurement Officer 1	(305) 375-2851
Milton, FL (City of)	RFP Debris Removal	05/13/14	05/13/17	Lori McCafferty, Purchasing Agent	(850) 983-5417
Miramar, FL (City of)	Debris Management, Collection and Removal Services	08/10/11	05/31/15	Thomas Good, Public Works Director	(954) 883-6815
Nacogdoches, TX (City of)	Debris Removal Services	09/19/12	09/19/17	Gary Baisden, Purchasing Director	(936) 559-2528
NCDOT Division 3	Cut Shove Crew for Removal of Storm Related Debris From State Maintained Roadways	01/01/15	12/31/15	Lloyd Royall Jr., PLS	(910) 341-2000
New College of FL (NCF)	ITN#1228LCSA NCF Debris Removal Services	06/01/14	06/30/16	Mark St. Louis, General Counsel	(941) 487-5877
New Jersey (State of)	Disaster Debris Removal and Management Services	01/25/13	06/30/15	Jonathan Wallace, Division of Purchase and Property	(609) 341-2976
New Orleans (City of)	Disaster Street-Clearing and Debris Collection, Removal, Processing and Disposal Zone 1	08/28/13	08/28/15	Cynthia Sylvain-Lear, Director Department of Sanitation	(504) 658-3800

Contract Owner	Contract Title/Type	Contract Start	Contract End	Name & Title	Contact Phone
New Orleans (City of)	Disaster Street-Clearing and Debris Collection, Removal, Processing and Disposal Zone 3	08/28/13	08/28/15	Cynthia Sylvain-Lear, Director Department of Sanitation	(504) 658-3800
Norman, OK (City of)	Bid No. 1415-30, Disaster Debris Clearance and Removal Services	11/24/14	11/24/17	Joe Willingham, PE, Storm Water Engineer	(405) 366-5455
Oakland (Town of) FL	Disaster Recovery and Debris Removal	06/03/14	04/30/15	Michael Parker, Public Works Director	(407) 656-0188
Ocala, FL (City of)	RFP #13-001 Emergency Debris Removal Services	05/07/13	05/06/16	Tiffany Kimball, Director of Procurement & Contracts	(352)629-8366
Ocoee, FL (City of)	Emergency Debris Removal	12/07/10	12/07/15	Joyce Tolbert, Purchasing Agent	(407) 905-3100
Oconee County, SC	Debris Removal Emergency Services	03/11/09		Robyn Courtright, Director of Procurement	(864) 638-4141
Olathe, KS (City of)	RFP-14-4386 Disaster Debris Management Services	05/21/14	05/20/19	Nicole Averell, Contract Specialist	(913) 971-8925
Orange County, FL	Disaster Recovery and Debris Removal	05/01/10	04/30/15	Mark Masaro, Public Works Director	(407) 836-7970
Orange County, NC	Debris Removal and Processing Services	10/01/13	09/30/18	Gayle Wilson, Director of Solid Waste Department	(919) 968-2885
Orlando, FL (City of)	Debris Management and Removal Services	10/01/11	09/30/15	Teddi McCorkle, CPM, Senior Contract Administrator	(407) 246-2332
Palm Bay, FL (City of)	Debris Removal/Disaster Recovery Services	06/08/12	05/31/16	Susan Hann, P.E., City Manager	(321) 952-3411
Palm Beach County School District	Disaster Recovery Assistance - Debris Cleanup Services Cut & Toss	07/21/11	07/20/15	Helen Stokes, Construction Purchasing	(561) 882-1949
Palm Beach County School District	Disaster Recovery Assistance - Debris Removal & Hauling Services	05/19/11	05/18/15	Helen Stokes, Construction Purchasing	(561) 882-1949
Palm Beach County, FL (SWA)	Hurricane/Disaster Debris Removal, Reduction and Disposal	08/21/13	08/20/16	Mark Eyeington, Chief Operations Officer	(561) 640-4000
Palm Beach Gardens, FL (City of)	Emergency Debris and Disaster Recovery Services	09/08/11	09/08/16	David Reyes, Public Works	(561) 804-7015
Palm Beach, FL (Town of)	Hurricane Disaster Debris Management	06/14/10	08/07/15	Chester Purves, Services Division Manager	(561) 838-5440

Contract Owner	Contract Title/Type	Contract Start	Contract End	Name & Title	Contact Phone
Palm Beach, FL (Town of)	Disaster Debris Services First Pass, Cut and Toss	07/27/11	08/07/16	Eric Brown, P.E., Asst. Director of Public Works	(561) 838-5440
Palmetto Bay, FL (Village of)	RFP 1314-11-006 Emergency Debris Removal & Management	06/02/14	05/31/17	Kristy Bada, Procurement Specialist	(305) 259-1234
Palmetto, FL (City of)	Emergency Debris Removal Services	08/06/12	08/06/17	Nixa Haisley, Purchasing Agent	(941) 723-4570
Panama City, FL (City of)	Debris Management and Removal Services	04/26/12	05/31/15	Julie Young, Engineering	(850) 872-3015
Parker County, TX	Disaster Debris Removal, Reduction, Disposal and Other Emergency Services	04/10/13	05/13/16	Deena Nichols, Purchasing Agent	(817) 598-6140
Pasco County District School Board	Debris Cleaning & Removal	05/01/08	04/30/16	Christina Argyelan, Buyer Assistant, Purchasing Department	(813) 794-2489
Peachtree City, GA (City of)	RFP #P906 Disaster Removal	01/01/15	06/30/16	Angela Egan, Purchasing Agent	(770) 631-2515
Pearland, TX (City of)	Debris Management Services	08/31/09	04/30/15	Bob Pearce, Purchasing Officer	(281) 652-1668
Pendleton County, KY	Pre-Qualification for Debris Removal Contractors	02/21/14		Henry W. Bertram, Judge	(859) 654-4321
Pinecrest (Village of)	Emergency Debris Removal	11/01/13	12/31/16	Yocelyn Galiano Gomez, Village Manager	(305) 234-2121
Pinellas County, FL	Disaster Debris Collection and Removal Bid No. 134-0058-B	11/17/14	06/18/17	Candis Mancuso, Assistant Director Purchasing	(727) 464-4250
Plantation Acres Improvement District	Disaster Debris Management Services RFP No. 2014-01	10/23/14	10/23/17	Angel Alvarez, District Manager	(954) 474-3092
Plantation, FL (City of)	Emergency Debris Management	12/21/11	01/11/16	Steve Rodgers	(954) 452-2538
Port Malabar Holiday Park Recreational District	Debris Removal/Disaster Recovery Services	08/23/12	05/31/15	Cheryl Ennis, Deputy District Clerk	(321) 724-2240
Punta Gorda, FL (City of)	Solicitation #R2013107/EOC-DISASTERREC/1314/3	08/01/14	08/01/17	Marian Howe Pace, Procurement Manager	(941) 575-3348
Rockledge, FL (City of)	Debris Removal and Tree Trimming Services	08/01/13	08/01/15	C. Kenneth Poole, Public Works Director	(321) 690-3961
Safety Harbor (City of) FL	Disaster Debris Collection and Removal Bid No. 134-00580B Pinellas County	03/27/15	06/18/17	Ray Boler, Director of Public Works	(727) 724-1510

Contract Owner	Contract Title/Type	Contract Start	Contract End	Name & Title	Contact Phone
Santa Rosa County School District	Emergency Debris Removal and Tree Pruning	07/01/11	06/30/16	Sandra King, Purchasing Agent	(850) 983-5130
Santa Rosa County, FL	Pre-Qualification for Debris Removal Services	03/08/12		Avis Whitfield, Public Works Director	(850) 626-0191
Sarasota, FL (City of)	Disaster Recovery Services	08/27/09	10/26/15	Barney Cavanagh, Procurement Specialist	(941) 954-4151
Savannah, GA (City of)	Storm Debris Removal Services, Event #1508	10/31/13	10/31/15	John Porter, Buyer, Purchasing	(912) 651-6426
Seabrook, TX (City of)	RFP No. 2014-08 Post-Disaster Debris Removal and Disposal	01/20/15	01/20/18	Michael Gibbs, Asst. Financial Director, Purchasing	(281) 291-5732
Sewall's Point, FL (Town of)	Disaster Recovery Vegetative & Storm Debris Removal	11/11/10	Pending renewal	Robert Kellogg, Town Manager	(772) 287-2455
South Dakota State	Contract for Debris Removal	09/01/14	09/01/16	Jason Bauder, Emergency Management	(605) 773-3231
South Jordan (City of)	Emergency Debris Removal	11/07/13	11/07/18	Aaron Sainsbury, Public Works Associate Director	(801) 253-5230
South Miami, FL (City of)	ITB#274253 Emergency Debris Removal & Disposal Services	06/18/14	12/21/15	Steve Kulick, Purchasing Manager	(305) 663-6339
Southeast Public Service Authority of VA (SPSA)	Hurricane & Other Disasters, Debris Removal, Reduction and Disposal	05/01/13	04/30/18	Millard Grant, Purchasing Administrator	(757) 420-4700
St. Charles Parish, LA	Disaster Debris Removal & Recovery Services	01/01/13	12/31/16	Greg Schultz, Public Works	(985) 783-5102
St. Lucie County School District	Hurricane/Disaster Recovery & Debris Removal	05/28/13	05/29/16	Lanaee Gilmore, Purchasing & Warehousing	(772) 336-6980
Statesville, NC (City of)	Pre-Event Disaster Debris Removal	08/06/13	08/06/16	A. Scott Harrell, P.E., Interim Public Works Director / City Engineer	(704) 878-3553
Suffolk County of NY	Bid #16-13.10.3 Disaster Response Services & Equipment	11/22/13	11/21/15	Ann Bravico, Purchasing Agent	(631) 852-4215
Summerville, SC (Town of)	Emergency Debris Management Services	09/10/10	09/10/15	Mark Campbell, Streets	(843) 514-4525
Sumter County, FL	Disaster Debris Hauling Services	06/02/12	06/02/15	Amanda Taylor, Procurement Coordinator	(352) 689-4435
Tacoma, WA (City of)	ES13-0064F Disaster Debris Removal Services	12/17/13	12/17/18	Charles Blankenship, Sr. Buyer	(253) 502-8163

Contract Owner	Contract Title/Type	Contract Start	Contract End	Name & Title	Contact Phone
Tampa, FL (City of)	Emergency Debris Management and Disaster Recovery Services	07/14/11	07/14/16	Kevin Frye, Senior Procurement Analyst	(813) 274-8351
Tarrant County, TX	RFP No. 2014-171 Disaster Debris Removal and Other Emergency Related Services	12/01/14	11/30/15	Melissa Lee, Senior Contracts Administrator	(817) 884-3245
Taylor County, FL	Disaster Debris Management Services	01/22/13	01/22/16	Stephen Spradley, Emergency Management Director	(850) 838-3500
Texas General Land Office	Beach Debris Removal Services	06/27/13	08/31/15	Suzanne Loy, Procurement	(512) 475-3504
Thibodaux, LA (City of)	Disaster Debris Management Services	07/30/13	07/30/16	Kelly Maggio, Asst. Council Administrator	(985) 446-7200
Thomas County, GA	Disaster Debris Removal and Disposal	07/24/12	07/24/15	Thelma Maxwell, Purchasing Agent	(229) 225-4100
University of Central FL (UCF)	ITN#1228LCSA SUS Disaster Recovery Operations	06/01/14	06/30/16	Brian Sargent, Interim Assistant Director of Purchasing	(407) 823-3304
University of FL (UF)	ITN#1228LCSA SUS Disaster Recovery Operations	02/23/15	06/30/16	Eric Money, Purchasing Coordinator	(352) 392-1331
University of Texas Medical Branch	Disaster Debris Removal Services	07/01/13	07/01/18	John Mann, Acquisition Specialist	(281) 338-8659
University of West FL (UWF)	ITN#1228LCSA UWF Debris Removal Services	09/12/14	06/30/16	Angie Jones, Director of Procurement	(850) 474-2628
USACE Contracting Division	ACI Blue Roof Puerto Rico	07/09/10	07/09/15	Beau J. Corbett, SAJ	(941) 232-1388
USACE Contracting Division	ACI Blue Roof Virgin Islands	07/15/10	07/15/15	Beau J. Corbett, SAJ	(941) 232-1388
USACE Contracting Division	ACI Debris LRD Region Primary, 0005 unrestricted	10/18/13	10/17/18	Gayle Rouse, Contract Officer	(504) 862-1547
USACE Contracting Division	ACI Debris NAD Region Primary, 0005 unrestricted	06/30/14	06/30/19	Gayle Rouse, Contract Officer	(504) 862-1547
USACE Contracting Division	ACI Debris SAD Region Primary, 0011 restricted	06/04/14	06/04/15	Gayle Rouse, Contract Officer	(504) 862-1547
USACE Contracting Division	ACI Debris POD Region Primary, 0011 restricted	06/04/14	06/04/15	Gayle Rouse, Contract Officer	(504) 862-1547
Venice, FL (City of)	Disaster Recovery	06/09/09	06/09/15	Jonathan Mayes, Procurement Manager	(941) 486-2626

Contract Owner	Contract Title/Type	Contract Start	Contract End	Name & Title	Contact Phone
Virginia Peninsulas Public Service Authority (VPPSA)	Debris Removal, Reduction and Disposal for Hurricanes and Other Disasters	04/05/13	04/05/18	Stephen Geissler, P.E., Executive Director	(757) 259-9850
Volusia County, FL School Board	Debris Clearing & Removal	06/29/05	04/30/16	Maria Kraft, Buyer	(386) 947-8786
Wakulla County, FL	Debris Removal and Disposal Contract	08/08/13	08/08/15	David Edwards, County Administrator	(850) 926-0919
Waller County, TX	Debris Removal, Reduction and Disposal	01/01/15	12/31/15	Alan Younts, County Auditor	(979) 826-7740
Ware County, GA	Disaster Debris Removal & Disposal Services	01/16/14	05/31/17	Jonathan Daniell, Emergency Management Director	(912) 287-4394
Webster, TX (City of)	Debris Removal Services	03/17/15	03/17/19	Joe Ferro, Emergency Management Coordinator	(281) 316-3712
West Hartford, CT (Town of)	Emergency Storm Debris Removal Services	12/17/12	06/30/15	Tammy Bradley, Senior Buyer	(860) 561-7470
West Palm Beach, FL (City of)	Disaster Debris Removal and Disposal Services	08/03/11	08/25/15	LaTreshia Henry, Public Works	(561) 822-2075
West Park, FL (City of)	Hurricane Debris Clearing/Removal	05/16/12	05/15/15	Carol Aubrun, Program Coordinator	(954) 989-2688
West University Place, TX (City of)	Disaster Debris Clearance and Removal Services	05/02/13	05/02/18	David Beach, Assistant Public Works Director	(713) 662-5834
Westwego, LA (City of)	Emergency Storm Debris Removal Services	11/05/13	11/05/15	John Shaddinger, Mayor	(504) 348-1974
Wharton, TX (City of)	Disaster Debris Clearance and Removal Services	08/01/08	09/30/15	Andres Garza, City Manager	(979) 532-2491
Williston, FL (City of)	Emergency Debris Management	07/27/10	07/27/15	Adam Hall, Project Manager	(352) 528-3060
Wilmington (City of) , NC	Phase I Immediate Response Debris Clearing No.S6-0414B	07/01/14	06/30/15	Ellen McGowan, Contract Specialist	(910) 341-7830
Wilmington (City of) , NC	Phase II Veg and C&D Debris Removal No. S6-0414.1B	07/01/14	06/30/15	Ellen McGowan, Contract Specialist	(910) 341-7830
Winter Park, FL (City of)	Emergency Debris Management Services	06/14/10	11/01/15	Jennifer Jones, CPPB, Purchasing Agent	(407) 599-3267
Winterville, NC (Town of)	Disaster Debris Removal Services	07/09/12	07/09/17	Travis Welborn, Public Works Director	(252)215-2348(o) (252)414-8793 cell
Zachary, LA (City of)	Disaster Debris Management & Removal Services	07/22/14	07/22/15	Chris Calbert, Chief Administrative Officer	(225) 654-0287

3 PAST CLIENTS/PROJECTS

Ceres Environmental Services, Inc. has been working actively in the disaster recovery business since our founding in 1976, completing over 100 FEMA-reimbursed projects. Below is a selection of our past performance; additional details on our past performance are available upon request.

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
Lee County BOCC, MS	Tornado Debris Removal and Disposal Services, post event FEMA DR-4175MS	$436,118.02	65,149 CY	May - June 2014	Tornado Debris Removal and Disposal Services related to Spring tornado. ROW debris collection and disposal	Sean P. Thompson, Administrator, 300 West Main Street, Tupelo, MS 38804, 662-432-2020, 622-432-2021 fax, sthompson@co.lee.ms.us
City of Adamsville, AL	Emergency Debris Removal - post tornado event FEMA DR-4176AL	$306,247.30	21,817 CY	May - August 2014	Removal and disposal of eligible tornado-related debris from the ROW including vegetative, C&D, and hazardous hanging limbs, trees and stumps.	Mayor Pam Palmer, 4828 Main Street, Adamsville, AL 35005, 205-674-5671, ppalmer@cityofadamsville.org
City of Graysville, AL	Storm Debris Removal Services, post tornado event FEMA DR-4176AL	$1,122,186.34	77,285 CY	May - August 2014	Removal of all hazards from City ROW.	Mayor Mary Sue Morgan, PO Box 130, 246 South Main Street, Graysville, AL 35073, 205-674-5643, 205-674-5646 fax, msm2013@bellsouth.net
City of Kimberly, AL	Removal and Disposal of Eligible Disaster Debris from ROW, FEMA DR1476AL	$305,184.28	21,057 CY	May - June 2014	Removal and Disposal of Eligible Disaster Debris from ROW	Sandra K. Waid, City Clerk, 9256 Stouts Road, Post Office Box 206, Kimberly, AL 35091, 205-647-5551, Fax 205-647-5231, swaidkimberlyclerk@hotmail.com
State of NC Department of Transportation	Guilford County – Western Section Removal and Disposal of Storm-Related Vegetative Debris	$6,816,757.00	417,572	March – October 2014	Removal, collection, reduction, and disposal of over 400,000 CY of vegetative debris	Carolyn T. Huskins, Proposal Engineer, NCDOT, Div. Of Highways, 1584 Yanceyville Street, Greensboro, 27415-4996; Phone (336) 487-0075, Fax (336) 334-3637, cthuskins@ncdot.gov
Columbia County, GA	Removal and Disposal of Disaster Debris	$8,539,038.00	648,444	February – August 2014	Removal, collection, reduction, and disposal of over 500,000 CY of vegetative debris	Pam Tucker, Director, Columbia County Emergency & Ops Div, 650-B Ronald Reagan Drive, Evans, GA 30809, Phone (706) 868-3303, Fax (706) 868-3343, ptucker@columbiacountyga.gov

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
City of Rapid City, SD; Rapid City, SD	Removal and Disposal of Eligible Disaster-Related Tree and Other Vegetative Debris	$1,440,473.8	100,664 CY, 7,538 Hangers, 481 Leaners	October-December 2013	Removal, collection, reduction, and disposal of over 100,000 CY of vegetative debris produced by early winter/ice storm within the City.	Ted Johnson, Public Works, 300 Sixth Street, Rapid City, SD 57701, 605-394-4154, 605-355-3083 (fax) ted.johnson@rcgov.org
City of Albemarle, NC; Albemarle, NC	Debris Removal and Processing	$732,260.92	46,577.95	July-September 2013	Cleanup of debris and tree removal following June Microburst Storm. Removed and processed 46,500 CY of vegetative debris.	Nina Underwood, Interim PW Director,704 Arlington Ave. Albemarle, NC 28002, Tel. (704)-984-9667, Fax (704)-986-6127, nunderwood@ci.albemarle.nc.us
City of Minneapolis, MN; Minneapolis, MN	Removal and Disposal of Eligible Disaster Debris	$463,585.97	3,000+ Trees 800+ Stumps 2,000+ Loads of Debris	June - October 2013	Citywide cleanup of wind-damaged trees. Removal of over 800 hazardous stumps, and hauling of over 2,000 loads of storm debris.	Randy Windsperger, Operations Manager. 3800 Bryant Ave. South, Minneapolis, MN 55409, Tel. (612) 499-9203, Fax (612) 370-4831. RWindsperger@MinneapolisParks.org
City of Worthington; Worthington, MN	Post Ice Storm April 9-12, 2013 Disaster Response and Recovery Services	$1,162,027.27	69,063.90	April - June 2013	Citywide cleanup of ice-damaged trees. Removed hazardous hangers from over 8500 trees, hauled over 60,000 CY of debris and removed 775 storm-damaged trees.	Craig Clark, City Administrator, 1300 Diagonal Road, Worthington, MN 56187. Tel. (507) 372-8622, cclark@ci.worthington.mn.us
City of Sioux Falls; Sioux Falls, SD	Removal and Disposal of Eligible Disaster-Related Tree and Other Vegetative Debris	$988,278.92	14518.23 tons	April - June 2013	Cleanup of winter storm debris from City ROWs including streets, roads, parks, and other maintained in-use public property and utility ROWs.	Scott Rust, Purchasing Manager, 224 West Ninth Street, Sioux Falls, SD 57117. Tel. (607) 367-8836, fax (605) 367-8490, srust@siouxfalls.org
Township of Scotch Plains, NJ; Scotch Plains, NJ	Disaster Debris Removal and Management Services	$16,000.00		March - April 2013	Grind stumps from Hurricane Sandy	Ray Poerio, 430 Park Avenue, Scotch Plains, NJ 07076; tel 908-322-6700, rpoerio@scotchplainsnj.com
City of Little Rock; Little Rock, AR	Removal and Disposal of Snow Storm Debris	$1,043,680.00	22,000 tons	February – April 2013	Cutting, clean up, removal, hauling, reduction and disposal of trees, limbs, stumps and debris from public property (right-of-way and public access). Ceres finished 3 weeks ahead of schedule.	Eric Petty, P.E., Public Works Operations Manager, City of Little Rock, 3313 J.E. Davis Drive, Little Rock, AR 72209. Tel. (501) 918-3647, fax (501) 918-3670, epetty@littlerock.state.ar.us

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
City of Garwood, NJ; Garwood, NJ	Post Hurricane Sandy Tree Work	$2,000.00	1,035.00	December-12	Loaded and hauled vegetative debris from City Right-of-Ways to disposal site. Removed hazardous hanging limbs and disposed of them with the other vegetative debris.	Christina Ariemma, Assistant Administrator, 403 South Avenue, Garwood, NJ 07027, 908-789-0710, c-ariemma@garwood.org
City of Mountainside, NJ; Mountainside, NJ	Post-Hurricane Sandy Cleanup	$18,594.00	1,544.50	December-12	Load and haul debris caused by Hurricane Sandy on public Rights of Way to TDSRS or final disposal sites.	James Debbie, Jr., Public Works, 1385 US Hwy 22 East, Mountainside, NJ 07092; tel. 908-232-2400
Township of Medford, NJ; Medford, NJ	ROW Vegetative Debris and Hazardous Trees Removal	$76,186.00	9,183.70	December-12	Removal and disposal of eligible storm-generated vegetative debris. Removal of stumps, hanging limbs and hazardous trees.	Lt. Jeffrey Wagner, Emergency Management Coordinator, 91 Union Street, Medford, NJ 08055, tel. 609-479-8912, fax 609-654-5996, jwagner@medfordpolice.org
Town of Islip, NY; Islip, NY	Removal and Disposal of Damaged Household Contents and Storm Demolition Debris	$57,277.51	690.54 tons	November - December 2012	Collection and disposal of C&D debris and damaged household contents from homes severely impacted by Hurricane Sandy.	Alan Sanchez, VP of Operations, 401 Main Street, Islip, NY 11751, fax 631-224-5651
Environmental Chemical Corp. (ECC); Staten Island, NY	Hurricane Sandy Relief Efforts / Debris Removal	$184,571.55	1,480.31 tons	November-12	Subcontractor to USACE prime contractor. Long haul of debris from Staten Island, NY to various DMS sites.	Barbara Growney, 110 Fieldcrest Ave., Suite 31, Edison, NJ 08837, 908-595-1777 x26118
St. Bernard Parish; St. Bernard Parish, LA	Post-Disaster Debris Removal In Support of Emergency Operations	$385,297.69	23,510.00	November - December 2012	Debris Removal in support of emergency operations. Removed Stumps, Hangers and Trees. ROE work	David Peralta, Director of Homeland Security 8201 West Judge Perez Dr. Chalmette, LA 70043
City of Denham Springs; Denham Springs, LA	Post-Event Disaster Debris Removal Services	$309,763.69	12,184.00	September - October 2012	Removed and hauled vegetative and C&D storm debris to DMS. Ground debris and hauled to final disposal site. Trimmed 100 hangers and removed 2 leaning trees.	Melvin Womack Purchasing Agent, 941 Government Drive, Denham Springs, LA 70727.

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
Livingston Parish; Livingston Parish, LA	Debris Removal and Site Management for Debris Reduction and Emergency Roadway Clearance	$202,476.98	15,891.05	September - October 2012	Removed and hauled vegetative and C&D debris and white goods from rights-of-way in Livingston Parish and the municipalities of Killian, Maurepas and Springfield. Vegetative debris was reduced by burning at the DMS before final disposal.	Mark Harrell, Director of Homeland Security and Emergency Management, 20355 Government Boulevard, Suite D, Livingston, LA 70754. Tel. (225) 686-3066, lohsep1@lpgov.com
City of Kenner; Kenner, LA	Post-Disaster Debris Collection, Processing and Disposal Services	$794,073.00	53,862.01	August - September 2012	Removed and hauled vegetative and C&D debris to City landfill. Removed stumps. Due to possible contamination of bagged vegetative debris, the bags were treated as mixed debris, which required special equipment.	Mike Quigley, Chief Administrative Officer, 1801 Williams Boulevard, Suite B-200, Kenner, LA 70065. Tel. (504) 468-4090, fax (504) 468-7205, mquigley@kenner.la.us
Jefferson Parish; Jefferson Parish, LA	Collection, Processing and Disposal of Hurricane Isaac-Generated Storm Debris from Right-of-Ways in Unincorporated Jefferson Parish	$1,503,843.22	125,148.99	August - September 2012	Removed and hauled vegetative and C&D debris from Parish rights-of-way to final disposal site. Removed hangers, leaning trees and hazardous stumps.	Marnie Winter, Director of Environmental Affairs, Jefferson Parish, 4901 Jefferson Highway, Suite E, Jefferson, LA 70121, Tel. (504) 736-6443, Fax (504) 731-4607, mwinter@jeffparish.net
Town of Brookfield; Brookfield, CT	Removal, Reduction & Disposal of FEMA-Eligible Debris	$670,605.10	48,130.00	November - December 2011	Removed and hauled vegetative debris to DMS. Managed DMS, including debris already existing at site. Ground existing and new debris and disposed at approved landfill.	Ralph Tedesco, P.E., Director of Public Works, 100 Pocono Road, Brookfield, CT 06804, 203-775-7318, rtdesco@brookfieldct.gov
Town of Simsbury; Simsbury, CT	Removal, Reduction & Disposal of FEMA-Eligible Debris	$3,152,898.53	274,109.00	November - December 2011	Removed and hauled vegetative debris to DMS. Removed leaning trees. Managed DMS. Ground debris and disposed at approved landfill.	Thomas J. Roy, Director of Public Works, 933 Hopmeadow Street, PO Box 495, Simsbury, CT 06070, Tel. 860-658-3222, troy@simsbury-ct.gov
City of Greenville; Greenville, NC	Hurricane Irene Response and Recovery Efforts	$998,911.57	113,512.30	August - October 2011	Performed debris removal and disposal and tree and limb trimming on City rights-of-way. Removed 71 trees, 2,111 hangers, and 113,512.3 CY of debris from Hurricane Irene.	Scott Godefroy, City Engineer, 1500 Beatty Street, NC 27834, Tel. 252-329-4525, Fax 252-329-4535, Cell 252-378-5606, sgodefroy@greenvillenc.gov

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
Isle of Wight County; Isle of Wight County, VA	Hurricane Irene Debris Removal	$31,716.65	5,145.65	August - September 2011	Storm Debris Removal, Reduction, and Site Management. Crews picked up debris from public Rights-of-Way and hauled it to the approved TDSR site. Once at the site debris was sorted into appropriate piles for final disposal or recycling.	Ralph Anderson, PO Box 80, Isle of Wight, VA 23397, 757-377-9579, 757-365-1652, randerson@isleofwightus.net
U.S. Army Corps of Engineers; Ward County, ND	Removal of Emergency Levees	$1,200,357.00		August - September 2011	Provided all labor, equipment and materials for proper removal of emergency levees, rock and rubble and removal and disposal of sandbags and Hesco Bastions. Structures were constructed during the spring 2011 flood fight in Ward County.	Kevin P. Henricks, Contracting Officer, St. Paul District 180 5th Street East, St. Paul, MN 55101-1678, 651-290-5414, kevin.p.henricks@usace.army.mil
U.S. Army Corps of Engineers; Minot, ND	Removal of Emergency Levees	$3,436,312.00		August - September 2011	Provided all labor, equipment and materials for removal and proper disposal of emergency levees and associated materials from Reach 1, Reach 2, Reach 3 and three public schools. Levees were constructed during spring 2011 flood fight in Minot, ND.	Kevin P. Henricks, Contracting Officer, St. Paul District 180 5th Street East, St. Paul, MN 55101-1678, 651-290-5414, kevin.p.henricks@usace.army.mil
City of Leeds; Leeds, AL	Debris Removal Services following the April 2011 tornadoes	$83,040.00	2,693.55	June - July 2011	Removal and hauling of tornado debris from right-of-ways in Leeds, AL. Removed 2,693 CY of debris and trimmed 51 trees.	David Coyne, City of Leeds, Leeds City Hall, 1040 Park Drive, Leeds, AL 35094. 205-669-2585. dcoyne@leedsalabama.gov
U.S. Army Corps of Engineers; Lawrence and Limestone Counties, AL	Debris Removal and Reduction for the affected areas for the 2011 Alabama Spring Tornadoes	$2,542,318.18	108,214.00	June - August 2011	Private Property Debris removal of vegetative, C&D, and stumps from properties in Lawrence and Limestone Counties, AL. Removed 108,000 CY of vegetative and C&D debris and 306 stumps.	Dianne Allen, Contracting Officer, 7400 Leake Ave. New Orleans, LA 70118, (504) 862-1120, dianne.allen@mvn02.usace.army.mil

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
Jefferson County; Jefferson County, AL	Tornado Debris Removal and Disposal Services	$11,245,998.00	1,191,553.80	May - July 2011	Removal and hauling of tornado debris from right-of-ways in Jefferson County, Vestavia Hills, Warrior, Mountain Brook, and Pleasant Grove. Reduce debris at TDSRSs and haul to approved final disposal sites. Removed and processed 1,191,553 CY of debris. Employed 27 local and small-business subcontractors and vendors.	James A. (Jimmie) Stephens, County Commissioner, 716 Richard Arrington Jr. Blvd North, Birmingham, AL 35203, Tel. 205-325-5555; Fax 205-325-4860; stephensj@jccal.org
City of Jasper; City of Jasper, AL	Tornado Debris Removal and Disposal Services	$669,247.00	59,890.00	April - July 2011	Performed 70-hour push and vegetative debris removal from right-of-ways in the City of Jasper, Alabama.	Joe Matthews, Director of Public Works, City Hall Annex, 1814 4th Avenue, Jasper, AL 35501. Tel. 205-221-8529. jmatthews@jaspercity.com
French Red Cross; Port-au-Prince, Haiti	Debris and Rubble Removal and Site Cleanup	$59,850.00		March - April 2011	Debris and rubble removal at 44 plots at 4 sites in the greater Port-au-Prince area. Work was performed using local labor.	Florent del Pinto, 98 rue Didot, 75014 Paris
Government of Haiti; Truitier Landfill, Port-au-Prince, Haiti	Construction, operation and maintenance of a TDSR site and processing of scrap in the Truitier landfill	$11,423,814.00	4.15 M CY	February 2011 - January 2013	Converted 30 acres of a 500-acre uncontrolled MSW landfill into a earthquake debris receiving and processing site. Other contractors and NGOs work at the site and must be collaborated with to ensure maximum safety and efficiency for all operations. Work involves processing of rubble, traffic control, health and safety, and environmental management.	Garry Jean, ING, Coordonnateur, Ministere des Travaux Publics Transports et Communications, Unite Centrale d'Execution, 23 et 10, Angle Ruelle Wilson, Port au Prince, Haiti. Tel. 509223240, fax 5092030321, garijan@gmail.com
Commonwealth of Kentucky; Hardin and Livingston Counties, KY	Ice Storm Debris Removal and Disposal	$1,800,000.00		February 2009 – May 2009	Trim, load, and haul vegetative ice storm debris from rights-of-way in two Kentucky counties, Hardin and Livingston. Deliver debris to approved dump-site.	Thomas M. Hines P.E., District One - Smithland Section Engineer, Project Delivery and Preservation II, 811 US 60E, Smithland, KY 42081, Tel. (270) 928-4301, Fax (270) 928-3291
City of Lake Jackson, TX; Lake Jackson, TX	Grinding of Hurricane Ike Vegetative Debris	$157,600.00		January 2009 – February 2009	Grinding of Hurricane Ike vegetative debris at City TDSR site and final disposal.	Craig Nisbett, Public Works Director, City of Lake Jackson, 25 Oak Drive, Lake Jackson, TX 77566, (979) 415-2430, cnisbett@ci.lake-jackson.tx.us

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
U.S. Army Corps of Engineers; Vermilion Parish, LA	Hurricane Ike Debris Removal and Disposal	$649,000.00	24,956.00	October 2008 – November 2008	Load and haul hurricane debris from Parish right-of-ways. Load and haul white goods and tires. Deliver debris to approved dump-site.	Timothy Black, Contracting Officer, U.S. Army Corps of Engineers, Tel. (504) 862-2912, timothy.black@mvn02.usace.army.mil
Chambers County, TX; Chambers County, TX	Hurricane Ike Debris Removal and Disposal	$8,450,673.00	341,024	September 2008 – November 2008	Load and haul hurricane debris from County right-of-ways and collection sites. Trim or remove leaning trees, hanging limbs, and hazardous stumps. Load and haul white goods. Deliver debris to approved dump-site. Provide meals and base camps for County staff.	Jerry Sparks, County Auditor, PO Drawer H, Anahuac, TX 77514, Tel. (409) 267-2405, fax (409) 267-4434, jsparks@co.chambers.tx.us
U.S. Army Corps of Engineers; Galveston, Harris and Chambers Counties, Texas	Hurricane Ike Debris Management Services	$3,566,179.00	88,308.00	September 2008 – October 2008	Clear roadways for emergency vehicle access. Load and haul hurricane debris from area right-of-ways. Deliver debris to approved dump-site.	Timothy Black, Contracting Officer, U.S. Army Corps of Engineers, Tel. (504) 862-2912, timothy.black@mvn02.usace.army.mil
City of Baton Rouge / East Baton Rouge Parish; Baton Rouge, LA	Hurricane Gustav Debris Removal	$17,986,892.00	1,956,055	September 2008 – December 2008	Load and haul hurricane debris from City and Parish right-of-ways. Trim or remove leaning trees, hanging limbs, and hazardous stumps. Deliver debris to approved dump-site.	Bob Hearn, P.E., Department of Public Works, City of Baton Rouge/Parish of East Baton Rouge, PO Box 1471, Baton Rouge, LA 70821, Tel. (225) 389-5456, Fax (225) 389-5460, bhearn@brgov.com
Jefferson Parish; Jefferson Parish, LA	Hurricane Gustav Debris Hauling and Removal	$1,600,000.00		September 2008 – February 2009	Load and haul hurricane debris from Parish right-of-ways, including the cities of Lafitte, Grand Isle, Barataria, and Crown Point. Trim or remove leaning trees, hanging limbs, and hazardous stumps. Deliver debris to approved dump-site.	Marnie Winter, Director of Environmental Affairs, Jefferson Parish, 4901 Jefferson Highway, Suite E, Jefferson, LA 70121, Tel. (504) 731-4612, Fax (504) 731-4607
Cameron County; Cameron County, TX	Hurricane Dolly Debris Removal and Disposal	$5,168,366.00	408,925	July 2008 – September 2008	Load and haul hurricane debris from County right-of-ways. Deliver debris to Temporary Debris Staging and Reduction Site (TDSRS). Reduce debris by burning.	Humberto Barrera, Emergency Management Coordinator, 1100 E. Monroe St., Brownsville, TX 78520, Tel. 956-547-7000 fax (956) 547-7006, humberto.barrera@co.cameron.tx.us
City of Waterloo; Waterloo, IA	Flood Debris Removal and Disposal	$182,080.00		June 2008 – July 2008	Load, haul, and dispose of all flood debris, white goods, household hazardous waste, and sandbags from City right-of ways-and avenues.	Jamie Knutson, P.E., Associate Engineer, 715 Mulberry Street, Waterloo, IA, Tel. 319-291-4312, Fax. 319-291-4262

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
City of Broken Arrow; Broken Arrow, OK	Dec 2007 Ice Storm Hauling	$6,765.00		May-08	Hauling of storm debris from December 2007 ice storm to disposal site.	
City of Broken Arrow; Broken Arrow	Debris Hauling resulting from a winter storm	$55,539.00		March-08	Hauling of storm debris from December 2007 ice storm to disposal site.	David L. Wooden, PE, Engineering/Construction Director, City of Broken Arrow, PO Box 610, Broken Arrow, OK 74013, (918) 259-2400
City of Broken Arrow; Broken Arrow	Debris Hauling resulting from a winter storm	$53,954.09		February 2008 - March 2008	Hauling of storm debris from December 2007 ice storm to disposal site.	David L. Wooden, PE, Engineering/Construction Director, City of Broken Arrow, PO Box 610, Broken Arrow, OK 74013, (918) 259-2400
City of Broken Arrow; Broken Arrow	Debris Hauling resulting from a winter storm	$8,994.98		January-08	Hauling of storm debris from December 2007 ice storm to disposal site.	David L. Wooden, PE, Engineering/Construction Director, City of Broken Arrow, PO Box 610, Broken Arrow, OK 74013, (918) 259-2400
City of Nichols Hills; Nichols Hills, OK	Ice Storm Debris Removal and Disposal	$32,102.00		December 2007 – January 2008	Load and haul ice storm debris from City right-of-ways. Deliver debris to final disposal site.	Charles Hooper, Public Works Director, 1009 NW 75th, Nichols Hills, OK, Tel. 405-843-5222, Fax. 405-842-1344
Town of Lady Lake; Lady Lake, FL	Tornado Response, Debris Clearing, Hauling and Tree Trimming	$67,419.00	6,485.38	February 2007	Load and haul tornado debris from Town right-of-ways. Deliver debris to final disposal site.	Peggy Smith, Public Works Assistant, Municipal Complex, 409 Fennell Blvd, Lady Lake, FL 32159, Tel. 352-752-1526, Fax. 352-751-1595
City of Republic; City of Republic, MO	Cut & Push	$7,431.25		January-07	Ice storm debris initial 70-hour cut and push. Included cutting, trimming and removing overhanging tree limbs and other clean woody debris to the edge of pavement or back of curb; cutting necessary to obtain a clear vertical height of 16'. Work area was within the City limits of Republic street right-of-ways.	
LADOT; Washington Parish	Debris Removal and Disposal	$98,100.00		October 2006 - December 2006	District 62 Debris removal, reduction and disposal on various routes in Washington Parish.	
LADOT; St. Tammany Parish	Debris Removal, Reduction and Disposal	$83,100.00		August-06	ROW vegetative, C&D, white goods, and hazardous waste hauling along various routes in St. Tammany Parish.	

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
City of Palm Beach Gardens; Palm Beach Gardens, FL	Hurricane Wilma Debris Removal and Reduction	$1,549,239.00	121,421.67	October 2005 – February 2006	Load and haul hurricane debris from City right-of-ways. Deliver debris to Temporary Debris Staging and Reduction Site (TDSRS). Reduce debris by grinding.	David Reyes, Operations Director, 10500 N. Military Trail, Palm Beach Gardens, FL 33410, Tel. 561-804-7015, Fax 561-799-4211, dreyes@pbgfl.com
U.S. Army Corps of Engineers; Florida (2 counties)	Emergency Temporary Roofing	$2,471,425.00		October 2005 - February 2006	Following Hurricane Wilma, Ceres installed temporary roofs in Miami-Dade and Monroe counties. Ceres received a "very good" rating from the Corps while maintaining its record of no serious injuries and no lost time injuries in its roofing projects.	Jose Rosado, Contracting Officer, 747-841-3181, jose.m.rosadosaj02@usace.mil
City of Biloxi; Biloxi, MS	Hurricane Katrina Debris Clearance, Collection, Reduction and Disposal	$4,528,014.00		September 2005 - January 2006	Following Hurricane Katrina, Ceres was selected as one of three contractors to collect, load and hauled debris from the City's rights of way. Ceres crews completed their sector well ahead of the other contractors.	Jonathan Kiser, jkiser@neel.schaffer.com
City of Brooklyn Park; City of Brooklyn Park	Storm Debris Hauling	$120,000.00		September 2005 - November 2005	Storm Debris Hauling	
U.S. Army Corps of Engineers; Louisiana (11 Parishes)	Hurricane Katrina Debris Haul, Reduction, & Disposal	$449,313,380.23	13,439,358	September 2005 – September 2007	Various tasks for hurricane recovery including: Load and haul hurricane debris from City right-of-ways, load and haul debris from private property, manage TDSRS sites, reduce debris by grinding/chipping, reduce debris by burning, trim and remove hazardous trees and limbs, remove and recycle Freon, recycle white goods, remove hazardous materials, demolish damaged properties. **Ceres received an "Outstanding" evaluation from the U.S. Army Corps of Engineers for its work in Louisiana after Katrina.**	Jean Todd, Contracting Officer, U.S. Army Corps of Engineers, Tel. 504-681-2331, fax 901-544-3710, email Jean.F.Todd@mvm02.usace.army.mil

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
Terrebonne Parish; Terrebonne Parish, LA	Hurricane Katrina Debris Hauling and Reduction	$710,137.00		August 2005 – October 2005	Load and haul hurricane debris from Parish right-of-ways. Deliver debris to Temporary Debris Staging and Reduction Site (TDSRS). Reduce debris by burning.	Eulin Guidry, Solid Waste Administrator, TPCG, Utilities Department, P.O. Box 6097, Houma, LA 70361, Tel. 985-873-6740, Fax 985-873-6760, sboudwin@tpcg.org
U.S. Army Corps of Engineers; 32 Counties in Mississippi	Emergency Temporary Roofing	$55,513,216.00		August 2005 – January 2006	Installation of roof repairs to more than 21,000 homes and buildings damaged by Hurricane Katrina. Through an implemented special training program and intensified inspection, Ceres was able to maintain a high rate of production while also keeping an excellent safety record.	Archie Ringgenberg, Contracting Officer, U.S. Army Corps of Engineers, 1222 Spruce Street, Rm 4.207, Tel. 314-331-8505, archie.c.ringgenberg@mvs02.usace.army.mil
City of Deltona; Deltona, FL	Hurricane Debris Grinding	$606,756.74	505,630.00	October-04	Ground 505,630 CY of debris.	
City of Hollywood; Hollywood, FL	Grinding of Hurricane Debris	$18,899.25	49,650.00	October-04	Grinding of Hurricane Debris	
City of Orange Beach; Orange Beach, AL	Hurricane Ivan Debris Removal	$1.640,313.56	176,090.00	October-04	Loaded and hauled 176,090 CY of hurricane debris from City right of ways. Delivered debris to TDSRS.	
City of Plantation (Subcontractor to DRG Inc.); Plantation, FL	Grinding	$81,600.00	68,000.00	September-04	Grinding hurricane debris	Aixa Vasquez, President, 556 Long Shoals Road, Arden, NC 28704. Tel. 828-684-3961, aixa@drgts.com
Palm Beach County; Palm Beach County, FL	Hurricanes Frances and Jeanne Debris Removal and Disposal	$4,023,393.00	404,927.00	September 2004 – December 2004	Collection and disposal of debris generated from two Hurricanes, Frances and Jeanne. Ceres removed vegetative and demolition debris from County-maintained roadways and rights-of-way and hauled it to a Temporary Debris Storage and Reduction Site (TDSRS). Ceres crews collected and hauled 404,927 cubic yards of debris including 679 stumps up to 9 feet in diameter.	John Archambo, Director of Customer Info Services, Solid Waste Authority, 7501 N. Jog Road, West Palm Beach, FL 33412, Tel. 561-697-2700, Fax 561-315-2010, jarchambo@swa.org

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
U.S. Army Corps of Engineers; Florida (13 counties)	Hurricane Frances Temp Roof Contract W91278-04-D-0058	$48,028,565.00		September 2004 - January 2005	After Hurricanes Frances and Jeanne struck Florida less than six weeks after Charlie, Ceres won another contract for temporary roof installation. Ceres once again hired multiple local residents and maintained its safety record of no serious injuries or lost time incidents, while completing all temporary roofing contract obligations.	
U.S. Army Corps of Engineers; Florida (4 counties)	Emergency Temporary Roofing	$3,980,400.03		September 2004 - January 2005	After Hurricanes Charley struck Florida, Ceres won a contract to install temporary roofing in four counties of southern Florida. Ceres supervised its own crews as well as its subcontractors, including many local companies providing work for affected residents. Ceres maintained its safety record of no serious injuries or lost time incidents.	Mike Abeln, Contracting Officer, 251-690-2471, michael.t.abeln@sam.usace.army.mil
City of Deltona (Subcontractor to DRG Inc.); Deltona, FL	Grinding	$497,398.75	395,323.00	September 2004 - November 2004	Vegetative Storm Debris Grinding	Aixa Vasquez, President, 556 Long Shoals Road, Arden, NC 28704. Tel. 828-684-3961, aixa@drgts.com
City of Sanford (Subcontractor to DRG Inc.); Sanford, FL	Hurricane Charley Debris Hauling		102,000.00	August-04	Load and haul hurricane debris.	Aixa Vasquez, President, 556 Long Shoals Road, Arden, NC 28704. Tel. 828-684-3961, aixa@drgts.com
Collier County; Collier County, FL	Hurricane Charley Debris Removal and Disposal	$82,521.00		August 2004	Removed debris from County-maintained roadways and rights-of-way and hauled debris to the Temporary Debris Storage and Reduction Site (TDSRS) it managed.	Larry Berg, Waste Management, Inc., 4500 Exchange Ave., Naples, FL 34104, Tel. 239-649-8638 ext. 243, sbradley2@wm.com
City of Arlington, TX; Arlington	Grind storm debris	$21,500.00		July-04	Grinding brush, logs, and fencing debris from an ice storm.	Alan Jones, Arlington Landfill, Euless, TX

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
Town of Windsor/ Southeast Virginia Public Service Authority; Windsor, VA	Hurricane Isabel Debris Hauling, Reduction and Disposal	$49,233.00		November 2003 - January 2004	Collected hurricane-related debris from within the Town of Windsor, VA, and reduced and lawfully disposed of said debris in accordance with contract terms. All debris was ticketed and signed off by on-site inspectors and was reduced and disposed by Ceres.	James A. Randolph, Assistant to the Town Manager, 8 East Windsor Boulevard, Windsor, VA 23487, Tel. 757-242-4288, Fax 757-242-9039, jrandolph@windsor-va.gov
Isle of Wight County/ Southeast Virginia Public Service Authority; Isle of Wight County, VA	Hurricane Isabel Debris Removal and Disposal	$2,806,390.00		October 2003 -- March 2004	Ceres removed debris from County-maintained roadways and rights-of-way and hauled it to the Temporary Debris Storage and Reduction Site (TDSRS) it managed. At the TDSRS, Ceres received debris hauled in by citizens, supplied the inspection tower, reduced the debris through air curtain incineration and by tub grinding, and hauled out the ash and wood chips to County-selected disposal sites. A significant number of local County residents were hired as temporary employees to perform work on this contract.	Donald Long, Director of Public Works, P.O. Box 80, Isle of Wight, VA 23397, Tel. 757-357-3191, Fax 757-365-6217
Memphis City Schools; Memphis City Schools,	Storm Damage Tree Trimming	$90,411.25		October 2003 - November 2003	Removal of unsafe tree conditions created by the wind storm of July 22, 2003. Work consisted of removal of fallen trees, broken trees, leaning trees, bent trees, broken and hanging limbs, and cracked limbs, and grinding of stumps.	Memphis City Schools, Memphis, TN

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
Town of Smithfield/ Southeast Virginia Public Service Authority; Smithfield, VA	Hurricane Isabel Debris Hauling, Reduction and Disposal	$272,201.00		October 2003 - February 2004	Removal and disposal of debris, street, and sewer rights-of-way. The debris was loaded and hauled to a Temporary Disposal Staging and Reduction Site where Ceres reduced the debris through air curtain incineration and tub grinding. Ceres hauled the resulting ash and wood chips to a permitted disposal site. The work was performed with a minimum of road closure and using standard traffic control methods.	William T. Hopkins, III, CZO, Director of Planning, Engineering and Public Works, 310 Institute Street, P.O. Box 246, Smithfield, VA 23431, Tel. 757-365-4200, Fax 757-357-9933, bhopkins@smitfieldva.gov
City of Spartanburg; Spartanburg, South Carolina	Grinding of winter storm debris	$29,374.00		May 2003 - June 2003	Grinding Ice Storm Debris	Carl Wright, Purchasing Director, PO Box 1749, Spartanburg, SC 29304, Tel: 864-596-2049, Fax. 864-596-2365
City of York; Grind - County of York, SC	Grind Vegetative Waste/Ice Storm Debris	$35,000.00		May 2003 -	Grind vegetative waste/Ice Storm debris	Charles Helms, Public Works Director, PO Box 180, York, SC 29745, Tel. 803-684-2341
City of Asheboro; City of Asheboro, NC	Clearing Tree Obstructions from Sewer ROW's	$139,512.06		April 2003 - May 2003	Clearing trees from sewer ROW's caused by Ice storm in Dec 2002.	John Ogburn III, City Manager, 146 North Church Street, Asheboro, NC 27204
City of Raleigh, NC; Small Greenways, Raleigh, NC	Winter Storm Tree Trimming and Debris Removal and Disposal	$324,470.00		March 2003 - April 2003	Trimming damaged trees, removing hazardous trees, disposing of wood waste. Three separate contracts for emergency disaster area clean-up following a major ice storm. Throughout the duration of this project, Ceres met or exceeded rigorous production standards. This contract was performed in an urban setting with traffic, access, and public relations issues to deal with. The jobs were performed on schedule with a good safety record.	Robert Vinay, Southtech, PC, c/o Raleigh Parks and Recreation, 804 Salem Woods Dr., Ste 202, Raleigh, NC 27615, Tel. 919-845-4855
City of Raleigh, NC; Lake Wheeler Park, Raleigh	Tree Removal Work	$24,277.00		March 2003 - April 2003	Tree removal and trimming caused by Dec 02 Ice Storm.	Gail Smith, City Clerk/Treasurer, 222 West Hargett Street, Raleigh, NC 27602, Tel. 919-890-3040

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
Frankfort, KY Dist 6; Rowan County, KY	Winter Storm Debris Removal and Disposal	$467,828.00		March 2003 - May 2003	Crews of laborers, chain saw operators, bucket trucks, grapple loading trucks, and dump trucks removed and hauled tree debris from the rights-of-way in Greenup County in District 9 which resulted from an ice storm. The debris was taken to a Temporary Debris Storage and Reduction Site (TDSRS) where it was reduced through incineration.	Tim Stevens, Superintendent of State Highways, Rowan County, 2324 Flemingsburg Road, Morehead, KY 40351, Tel. 606-784-8565
City of Cherryville; Town of Cherryville, North Carolina	Winter Storm Debris Removal and Disposal	$29,800.00		February 2003 - March 2003	Citywide debris cleanup	Brandon Abernathy, Public Works Dir, 116 South Mountain St., Cherryville, NC 26021, Tel. 704-435-1700, Fax. 704-435-1707
City of Raleigh, NC; Pullen Park; Raleigh NC	Tree Removal Work	$67,666.00		February 2003 - March 2003	Removal of hangers and unsafe trees	Wayne Schindler, Parks Division, 222 West Hargett Street, Raleigh, NC 27602, Tel. 919-872-4115
City of Spartanburg; City of Spartanburg, SC	Ice Storm Cleanup	$56,722.50		February-03	Pickup and hauling of storm debris.	April Bradley, Procurement & Property Management, PO Box 1740, Spartanburg, SC 20304, Tel. 864-596-3040, Fax. 864-590-2985
City of Shelby; Shelby, North Carolina	Winter Storm Debris Removal and Disposal	$284,000.00		December 2002 - January 2003	Debris Removal generated by Ice Storm.	Bernadette Parduski, Administrative Assistant, PO Box 207, Shelby, NC 28151, Tel. 704-484-6801, Fax. 704-484-6871
Town of Cary; Cary NC	Grind Wood Debris from Ice Storm	$164,500.00		December 2002 - March 2003	Ice Storm wood debris grinding.	Scott Hecht, Solid Waste Division Manager, 400 James Jackson Ave., Cary, NC 27512, Tel. 919-469-4388
Town of Garner; Garner NC	Debris Removal Services	$202,301.01		December 2002 - February 2003	Ice Storm Debris Removal - Citywide	Paul Cox, Town Manager, 900 7th Ave, Bldg A, Garner, NC 27529, Tel. 919-772-4688
Town of Zebulon; Zebulon, North Carolina	Winter Storm Debris Removal and Disposal, Hazardous Tree trimming	$111,790.13		January 2003 - February 2003	Citywide Ice Storm Cleanup	Chris Ray, Asst. Public Works Director, 450 E. Horton St, Zebulon, NC 27597, Tel. 919-269-5285, Fax. 919-269-2617
City of New Iberia; New Iberia LA; Gordon's	Haul hurricane debris	$9,313.00		October-02	Cleanup and disposal of debris within the City of New Iberia and Parish of Iberia	Gordon's Landfill

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
Town of Sunset; Town of Sunset LA	Haul Hurricane Debris	$12,300.00		October 2002 - November 2002	Haul hurricane debris from town right-of-ways.	Town of Sunset, LA
City of Arlington, TX; Arlington, TX	Storm Debris Hauling	$64,286.00		September-02	Ice storm debris hauling	
City of Hobart; Hobart, OK	Winter Storm Debris Hauling and removal	$173,204.00		February 2002 - March 2002	Ice storm cleanup using bucket trucks, loaders and haul trucks, within City Limits. Haul debris to Temporary Debris Staging and Reduction Site (TDSRS).	Milt Brown, City Manager, 529 S. Bailey Street, Hobart, OK 73651, Tel. 580-726-2955
City of Kansas City; Kansas City, MO	Winter Storm Debris Hauling and Removal	$5,181,541.00		February 2002 - April 2002	Load and haul ice storm debris from City right-of-ways. Deliver debris to Temporary Debris Staging and Reduction Site (TDSRS).	Mark McHenry, Director, Parks and Recreation Department, 4600 East 63rd Street, Kansas City, MO 64130, Tel. 816-513-7500, Fax 816-513-7719, mark_mchenry@kcmo.org
U.S. Department of Agriculture; Seminole County, OK	Winter Storm Debris Removal and Disposal	$1,049,918.00		September 2001 - January 2002	Crews of laborers, chain saw operators, excavator operators, skid-steer operators, grapple loading trucks, and dump trucks removed and hauled tree debris from the streambeds and watershed areas in agricultural and rural areas of Oklahoma which resulted from an ice storm. The debris was taken to a Temporary Debris Storage and Reduction Site (TDSRS) where it was reduced through incineration.	Tim Miller, First National Center, Ste 105, McAlester, OK 74501, Tel. 918-423-8730, Fax 918-423-1542, timothy.miller@ok.usda.gov
City of Oshkosh; Oshkosh, WI Parks	Tree Removal	$92,463.00		July 2001 - September 2001	Removal of damaged trees and limbs from municipal parks.	
City of Oshkosh; City of Oshkosh, WI	Stump Removal	$48,142.00		July 2001 - September 2001	Removal of stumps by grinding from municipal cemetery.	
City of Granite Falls; Granite Falls, MN	Debris Hauling resulting from a tornado	$5,630.00		July 2001 - August 2001	Load and haul construction and demolition (C&D) debris and vegetative debris from City rights of way to a temporary debris staging and reduction site (TDSRS).	Public Works Director, Granite Falls, MN

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
City of Oshkosh; Oshkosh, WI	Wind Storm Tree and Stump Debris Removal	$252,191.00		July 2001 - September 2001	Removal of damaged trees and limbs from municipal cemetery	Don LaFontaine, Purchasing Manager, City of Oshkosh, 215 Church Ave., PO Box 1130, Oshkosh, WI 54903, (920) 236-5100
U.S. Army Corps of Engineers; Fountainhead State Park, OK	Ice Storm Debris Trimming and Removal	$34,000.00		April 2001 - June 2001	Perform clean up of ice storm debris in an Oklahoma Tourism and Recreation Department Park; cleanup administered by USACE. Trim damaged trees, remove vegetative matter debris from park.	Sue Hughart, Park Manager, Fountainhead State Park, Checotah, OK 74426, (918) 689-5311
U.S. Army Corps of Engineers; Beaver's Bend State Park, OK	Ice Storm Debris Trimming and Removal	$40,820.00		April 2001 - June 2001	Perform clean up of ice storm debris in an Oklahoma Tourism and Recreation Department Park; cleanup administered by USACE. Trim damaged trees, remove vegetative matter debris from park.	Terry Walker, Park Manager, Beaver's Bend State Park, Broken Bow, OK 74426, (580) 494-6300
Muskogee County; Muskogee County, OK	Ice Storm Debris Removal and Disposal	$1,300,000.00		March 2001 - June 2001	Load and haul ice storm debris from County right of ways. Trim damaged limbs, remove trees with over 50% damage. Operate TDSRS using burning for reduction.	Gene Wallace, Chairman, Muskogee County Board of Commissioners, Muskogee, OK 74402, (918) 682-7781
Red River County; Red River County, TX	Debris Removal (Contract Add-On)	$265,000.00		March 2001 - May 2001	Removal of ice storm debris from County right of ways. Grind or chip debris and legally dispose of debris.	Linda J. Barnes, Asst. Dist. Maint. Mgr (TDOT), 1365 N Main St, Paris, TX 75460, Tel. 903-737-9300
Texas Department of Transportation; Red River County, TX	Ice Storm Debris Removal and Disposal	$265,000.00		March 2001 - May 2001	Removal of ice storm debris from County right of ways. Grind or chip debris and legally dispose of debris.	Linda J. Barnes, Assistant District Maintenance Manager, Texas Department of Transportation, (903) 737-9300
City of Atlanta; Atlanta, TX	Ice Storm Debris Removal and Hauling	$76,293.00		February 2001 - March 2001	Load and haul vegetative debris resulting from Ice Storm in December 2000. Trim trees of damaged branches using bucket trucks and chain saw operators. Deliver debris to a Temporary Debris Staging and Reduction Site (TDSRS).	Mike Ahrens, City Manager, City of Atlanta, Texas 75551, (903) 796-2192
City of Denison; Denison, TX	Ice Storm Debris Removal and Hauling	$9,300.00		February-01	Load and haul ice storm debris under the direction of the City to Temporary Debris Staging and Reduction Site (TDSRS).	Jerry White, Public Works Director, City of Denison, TX 75021, (903) 465-2720

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
City of McAlester; McAlester, OK	Ice Storm Debris Reduction and Disposal	$54,272.00		February 2001 - May 2001	Grind vegetative matter resulting from Ice Storm using tub grinder	David R. Medley, PE, Assistant City Engineer, McAlester, OK 74502, (918) 423-9300
Texas Department of Transportation; Lamar County, TX	Ice Storm Debris Removal, Reduction and Disposal	$234,000.00		February 2001 - May 2001	Clear ice storm debris from County right of ways, chip or grind debris, and legally dispose of debris.	Linda J. Barnes, Assistant District Maintenance Manager, Texas Department of Transportation, (903) 737-9300
U.S. Army Corps of Engineers; Gillham Lake, AR	Ice Storm Debris Removal , Reduction and Disposal	$79,500.00		February 2001 - April 2001	Perform ice storm clean up in park area maintained by USACE. Trim damaged trees and branches, remove vegetative debris to a Temporary Debris Staging and Reduction Site (TDSRS), grind debris using tub grinder, move mulch.	Judy A. Anderson, Contracting Officer, USACE, Little Rock District, (501) 324-7167
City of Goldsboro; Goldsboro, NC	Hurricane Floyd Debris Reduction and Disposal	$248,464.46		October 1999 - February 2000	Provide reduction of vegetative debris and stumps, by grinding of said materials, for the City of Goldsboro, after Hurricane Floyd. Sorting paper, plastic, and dirt from the vegetation prior to grinding and the grinding/chipping of all vegetation to include stumps.	E. Lee Worsley, Jr., Assistant City Manager, Goldsboro, NC 27530, (919) 735-6121
North Carolina Department of Transportation; Wayne County, NC	Hurricane Floyd Emergency Cleanup, Brush and Vegetative Debris Removal	$574,024.00		October 1999 - December 1999	Hauled hurricane-generated debris to debris segregation/processing facilities throughout the county for segregation, reduction, and disposal. Work included debris hauling, debris disposal, storm damaged and diseased tree removal, tree waste hauling, and material separation.	R.B. Bunn, III, P.E., District Engineer, Goldsboro, NC 27530, (919) 731-7938
U.S. Army Corps of Engineers; Oklahoma City, OK	Tornado Response, Debris Clearing, Hauling and Disposal	$1,850,000.00		June 1999 - September 1999	Demolished and disposed of 291 residential structures and related vegetative debris in five weeks, and operated and managed multiple debris sites in the Oklahoma Tornado disaster area. Debris removed by Ceres and subcontractors totaled more than 83,000 CY.	John Wilson, Contracting Officers Representative, Tulsa District, U.S. Army Corps of Engineers, Tulsa, OK 74128, (706) 545-2221

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
U.S. Army Corps of Engineers; Puerto Rico	Hurricane Georges Debris Hauling	$4,000,000.00		Oct 1998 - Sept. 1999	Ceres was awarded seven of eight districts of the island after Hurricane Georges. Ceres hauled more than 1 million cubic yards. Work was done primarily by directly hiring local employees due to lack of qualified subcontractors.	Jose Rosado, Contracting Officer, 747-841-3181, jose.m.rosadosaj02@usace.mil
U.S. Army Corps of Engineers; Puerto Rico	Hurricane Georges Debris Reduction	$29,000,000.00		October 1998 - September 1999	Processed and reduced more than 2.3 million cubic yards of mixed debris. Ceres submitted a Value Engineering Change Proposal for this project that saved the Corps nearly a million dollars in tipping fees and returned soil to the land instead of sending it to the landfills.	
U.S. Army Corps of Engineers; Puerto Rico	Emergency Temporary Roofing	$3,000,000.00		October 1998	Ceres installed temporary roofing in Puerto Rico after Hurricane Georges. This was done at the same time as its debris removal responsibilities. Ceres hired and trained local laborers and completed its work with no serious injuries and no lost time injuries.	Jose Rosado, Contracting Officer, 747-841-3181, jose.m.rosadosaj02@usace.mil
City of Minneapolis; Minneapolis, MN	Vegetative Storm Debris Reduction and Disposal	$557,000.00		June 1998 - December 1998	Vegetative storm debris site management, reduction, marketing and disposal. 80,000 CY	Jim Herman, Forestry Programs Manager, Minneapolis, MN, (612) 313-7729
City of Denver; Denver, CO	Ice Storm Debris Reduction and Disposal	$241,000.00		May 1997 - August 1997	Recycling of urban tree waste (logs, brush, stumps, shrubs, etc.) by grinding. Processed and marketed 154,000 Cy of tree waste that resulted from the ice storm of 1995.	Solid Waste Division, City of Denver, CO 80204, (303) 640-2507
U.S. Army Corps of Engineers; North Carolina	Hurricane Fran Removal, Reduction and Site Management	$800,000.00		September 1996 - January 1997	Debris management: removal, reduction and site management associated with Hurricane Fran	Phillips and Jordan, Inc., Knoxville, TN 37912

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
City of Lynchburg; Lynchburg, VA	Grinding of Storm Debris, Disposal of Wood Waste Debris and Cleanup of Flood Debris	$200,000.00		August 1994 - August 1995	Segregated grindable and non-grindable waste, mulched clean materials using screening plants, and spread mulch in areas of massive topsoil loss.	City of Lynchburg, 1700 Memorial Ave., Lynchburg, VA 24501, (504) 847-1400
Lexington-Fayette County Urban Government; Lexington, KY	Ice Storm 1994	$62,000.00		March 1994 - April 1994	Grinding of vegetative waste generated from Ice Storm 94 in Fayette County, KY.	Baxanna McClure, Public Works, Lexington-Fayette Urban Government, (859) 258-3400
U.S. Army Corps of Engineers; Dade County, FL	Chipping Services at Various Locations	$2,117,500.00		January 1993 - June 1993	Emergency disaster area clean-up following Hurricane Andrew. Chipping of tree waste at scattered locations, primarily agricultural orchards, in cooperation with the U.S. Soil Conservation Service.	Russ Tolle, Jacksonville District Corps of Engineers, PO Box 4970, Jacksonville, FL 32232, (305) 382-4982.
U.S. Army Corps of Engineers; Dade County, FL	Mobile Grinding Services	$334,890.00		January 1993 - February 1993	Emergency disaster area clean-up following Hurricane Andrew. Separation of mixed debris and soil from woody debris using screening plants. Grinding of sorted woody debris. Production of organic mulch to be landspread in areas of massive topsoil loss, and separation fo landfill residuals and soil from woody debris.	Russ Tolle, Jacksonville District Corps of Engineers, PO Box 4970, Jacksonville, FL 32232, (305) 382-4982.
U.S. Army Corps of Engineers; Dade County, FL	Grinding Services for Hurricane Andrew	$759,670.00		October 1992 - December 1992	Federal Disaster Area Clean-up. Provided specialized heavy equipment and labor to perform sorting and grinding of tree and shrub waste generated by Hurricane Andrew.	Russ Tolle, Jacksonville District Corps of Engineers, PO Box 4970, Jacksonville, FL 32232, (305) 382-4982.

4 TRAINING/EDUCATIONAL SERVICES

Planning and training is available free of charge to Ceres clients and includes:

- Hurricane Debris Volume Estimation Using the U.S. Army Corps of Engineers Model
- The FEMA Paperwork Process: From IDA to PW and All Points In Between
- Measuring a Truck/Trailer the FEMA Way
- Load Tickets – Who Fills Out What and Why
- Stumps, Stumps, Stumps
- Determining Your Force Account Capabilities or When Will I Need Help
- FEMA Eligibility – What a "Good" Contractor Will Tell You

Team Introduction
Upon contract award and at Hidalgo County's request, a personal visit by a Ceres Project Manager can be scheduled. The purpose of this visit is the personal introduction of key members of each party's team; discussion of the planning, training and disaster response preparedness needs from the County's perspective; and a review of Ceres' Debris Management Plan, from mobilization to the Final Report. Tours of each of the sites identified for the following uses will be jointly conducted:

- Equipment Staging
- Temporary Debris Staging and Reduction
- Local Landfills Authorized for Final Disposal
- City Public Works Offices
- City Administration

This meeting typically requires the better part of a normal workday. Discussion will loosely follow a prepared script designed to address the critical elements of resource requirements and knowledge-base known to significantly enhance the County's level of disaster response preparedness.

This is step one in the strategic pre-positioning of the interpersonal knowledge of both parties' teammates. Getting to know each other prior to an event is very important in maintaining a seamless transition into an actual disaster recovery mission.

Annual Hurricane Exercise Participation and Technical Training
Ceres is qualified and able to participate in Hidalgo County's annual hurricane exercise or pre-event training days and agrees to have at least one Ceres representative available at each event for the term of the contract, if requested. Ceres is also qualified to provide other training related to technical aspects of disaster recovery. This training includes FEMA worksheets, the available methods of recording project data from tickets and truck certifications onto electronic records, and databases and field operations.

Disaster Response Typical Event Training
Ceres' training also covers topics included in a list of typical events that occur in a disaster response **(Source: FEMA Public Assistance Policy Digest)**, creating further opportunities to develop the relationships between Norman's staff and Ceres personnel that will help to ensure a successful debris management operation. FEMA topics covered include:

- Local response – emergency operations center activation – declaration of state of emergency
- Continue emergency work-maintain records (labor, equipment, materials, and contracts)
- Compile initial estimated damage. Report to State emergency management agency
- Evaluate needs and request State/Federal assistance
- Federal/State survey of need—Preliminary Damage Assessment (PDA)
- Governor's request for Federal assistance
- Presidential declaration
- Designation of applicant's agent
- Attend Applicant's Briefing and submit a Request for Public Assistance
- Attend Kickoff Meeting with Public Assistance Coordination (PAC) Crew Leader—discuss project formulation

- Prepare Project Worksheets—work with the PAC Crew Leader
- Address applicable Special Considerations (floodplain management, insurance, hazard mitigation and compliance with environmental and historic preservation laws)
- Complete application for Federal funds
- Maintain required documentation (labor, equipment, materials, and contracts)
- Receive payment of small projects—for Federal share and possibly State share
- Complete approved disaster work within time allowed
- Request final inspections
- Submit documents for final inspection, program review, and close-out
- Keep all documentation for 3 years from date of final Financial Status Report, or follow State and applicant record retention policies if they require retention beyond 3 years

5 FINANCIAL RESOURCES

Ceres Environmental Services, Inc. can provide performance and payment bonds from an 'A'-rated, treasury-listed carrier in amounts in excess of $400 million per project. With substantial liquid working capital and additional credit lines available, a lack of financial resources is never an obstacle for Ceres.

Ceres has an established solid 14-year banking relationship with Wells Fargo Bank as well as other financial institutions. Financial concerns such as short-term cash flow are not an obstacle for Ceres. The company is able to perform work with its own funds and the timing of payments from customers is a non-issue for the corporation. On the Hurricane Katrina Project, Ceres had up to $140 million in open invoices to the USACE, without an interruption in work performance or delays in payments to the subcontractors.

Bank of Record:
Wells Fargo
Sixth and Marquette
Minneapolis, MN 55479
612-667-5099 telephone

Surety Company Contact (Letter Attached):
Jack Cedarleaf II
Liberty Mutual Insurance Company
360 West Larpenteur Avenue
St. Paul, MN 55113
651-488-6666 telephone

Insurance Company Information (Insurance Certificate Attached):
Tyler Simmons
Christensen Group - IRI
11100 Bren Road West
Minnetonka, MN 55343
952-653-1000 telephone

Liberty Mutual.

Liberty Mutual Surety

March 18th, 2015

Re: Ceres Environmental Services, Inc.
Contractor's Qualification Statement

To Whom It May Concern:

The Cobb Strecker Dunphy & Zimmermann, Inc. Agency, as general surety agents, has handled the bonding requirements of Ceres Environmental Services, Inc. for over 29 years. Their project management and financial responsibility has always been exceptional. We have bonded individual projects in excess of $400 million and have authorized work programs in excess of $400 million.

Presently, their bonds are written with the Liberty Mutual Insurance Company. Individual job limits and total work program limits are in excess of $200 million.

Approval of performance and payment bonds of all projects is expressly conditioned upon acceptable review of the contract terms and scope, bond forms, and financing for the project, as well as other pertinent underwriting information. The arrangement for performance and payment bonds is a matter between Ceres Environmental Services, Inc. and Liberty Mutual Insurance Company, and the surety assumes no liability to you or third parties, if for any reason bonds for any project are not executed.

If additional information is required, please feel free to contact this office.

Sincerely,

Jack Cedarleaf II
Authorized Representative
Liberty Mutual Insurance Company

JCII:mb

EXHIBIT "D"

PROOF OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/18/2015

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: Kelly Preston
Christensen Group Insurance 11100 Bren Road West Minnetonka MN 55343	PHONE (A/C, No, Ext): (952) 653-1000 FAX (A/C, No): (952) 653-1101 E-MAIL ADDRESS: kpreston@christensengroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Ins. Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

CERES ENVIRONMENTAL SERVICES, INC.
9945 Windfern Rd

Houston TX 77064

COVERAGES **CERTIFICATE NUMBER:** 15-16 - LIAB - TX - **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			GLO5911870	8/18/2015	8/18/2016	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			BAP9313049	8/18/2015	8/18/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	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		WC9313050	8/18/2015	8/18/2016	[Y] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B								

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

CERTIFICATE HOLDER

Hidalgo County
TX

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

Tyler Simmons/KP

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Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: Ceres agrmnt w changes

From : Steve Crain <scrain@atlashall.com> Fri, Sep 04, 2015 12:54 PM

Subject : RE: Ceres agrmnt w changes

To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

Looks good.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Friday, September 04, 2015 1:44 PM
To: Stephen L. Crain
Subject: Ceres agrmnt w changes

Hi Mr Crain,

Please review attached agreement with requested changes.

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

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT

C-15-258b-09-15

THIS CONTRACT is made and entered into this **15th** day of **September, 2015** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Philips & Jordan, Incorporated** ("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 Package,

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 Tertiary Vendor 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.

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: Phillips & Jordan, Incorporated (Tertiary)
Attn: Julie Glenn, Disaster Services Coordinator
10201 Parkside Drive, #300
Knoxville, TN 37922

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 **COMPANY:**

_____ _____

Ramon Garcia, County Judge

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 D:	Insurance

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: Julie Glenn, Senior Vice President
Philips & Jordan, Incorporated

via Email: jglenn@pandj.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 third 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. Based on the specifications outlined in the RFP, Phillips & Jordan believes that the pricing submitted with our original proposal is what will be required to perform the work.

Best and final offer of the proposed contract at a discount rate of

% 0 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:** Vice President

Printed Name: Steve Thompson

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
	$ 8.25	10,155,000	$ 83,778,750.00
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
	$ 8.50	3,385,000	$ 28,772,500.00
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
	$ 10.00	100	$ 1,000.00
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
	$ 13.00	100	$ 1,300.00
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
	$ 1.25	13,540,000	$ 16,925,000.00
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
	$ 2.00	10,155,000	$ 20,310,000.00
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
	$ 2.00	3,385,000	$ 6,770,000.00
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
	$ 5.00	2,640,300	$ 13,201,500.00

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	$20.00	752	$15,040.00
13 inch to 24 inch diameter	$75.00	1,344	$100,800.00
25 inch to 36 inch diameter	$175.00	668	$116,900.00
37 inch to 48 inch diameter	$300.00	96	$28,800.00
49 inch and larger diameter	$650.00	16	$10,400.00
Hanger Removal (2" or greater at the break and price per Tree)	$89.00	108,936	$9,695,304.00
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	$250.00	334	$83,500.00
37 inch to 48 inch diameter	$400.00	48	$19,200.00
49 inch and larger diameter	$600.00	8	$4,800.00
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
	$85.00	100	$8,500.00
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
	$18.00	50	$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
	$20.00	100	$2,000.00
~~**15 Abandoned Eligible Vessel and Vehicle Removal**~~ ~~Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible abandoned vessels and vehicles and transportation to an approved staging area.~~	~~$ 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/Pound~~	~~Estimated Units~~	~~Total~~
		~~400~~	~~$0.00~~
Total Estimated Contract Price			$ 179,846,194.00
(Total Price in words:		*#NAME?*	*P&J*

Notes:
[Enter notes as applicable or Erase]

Phillips Bid

H-GAC Standard Pricing Worksheet

Date: 8/1/2015

End User: [Enter Client Name]

Notes:
[Enter notes as applicable or Erase]

Ancillary services:
Emergency ice and water delivery
Emergency power generation
Satellite phones
Temporary office space
Emergency quarters and hygiene facilities
Other: PORTABLE PUMPS 6", 8", 10" and 12"

Contractor | EU Client

Attachment 1: Ancillary Services Pricing Table – Revised 6/10/15

Ancillary Item	Cost		
	Day	Week	Month
Portable Pumps			
6" Trash Pump	$582	$2,908	$11,640
8" Trash Pump	$650	$3,250	$13,000
10" Trash Pump	$880	$4,400	$17,600
12" Trash Pump	$1,360	$6,800	$27,200
1" Diaphragm Pump	$200	$1,000	$4,000
2" Diaphragm Pump	$275	$1,375	$5,500
2" Diaphragm Pump - SS	$350	$1,750	$7,000
3" Diaphragm Pump	$400	$2,000	$8,000
1" Suction or Discharge Hose per 100 ft	$50	$250	$1,000
2" Suction or Discharge Hose per 100 ft	$50	$250	$1,000
3" Suction or Discharge Hose per 100 ft	$75	$375	$1,500
2" Chemical Suction or Discharge Hose per 100 ft	$75	$375	$1,500
3" Chemical Suction or Discharge Hose per 100 ft	$75	$375	$1,500
6" Intake Hose per 100 ft	$125	$625	$2,500
8" Intake Hose per 100 ft	$150	$750	$3,000
10" Intake Hose per 100 ft	$175	$875	$3,500
12" Intake Hose per 100 ft	$200	$1,000	$4,000
6" Outtake Hose per 100 ft	$125	$625	$2,500
8" Outtake Hose per 100 ft	$150	$750	$3,000
10" Outtake Hose per 100 ft	$175	$875	$3,500
12" Outtake Hose per 100 ft	$200	$1,000	$4,000
Water/Ice			
1-Liter bottled water in cases (12 per case)*	$9.66		
1-Gallon bottled water in cases (4 per case)*	$8.00		
Emergency Ice*	$7.00 per 7 lb. bag		
Power			
20kw Generator	-	$780 per week	-
56kw Generator	-	$1,170 per week	-
100kw Generator	-	$1,755 per week	-
175kw Generator	-	$2,210 per week	-
240kw Generator	-	$2,860 per week	-
320kw Generator	-	$3,380 per week	-
500kw Generator	-	$4,680 per week	-

Attachment 1: Ancillary Services Pricing Table – Revised 6/10/15

Ancillary Item	Cost		
1000kw Generator	-	$7,800 per week	-
Temporary Office Space			
Temporary Office Trailer	$125 per day	-	-
Mobile Command and Communications Trailer	$85 per day plus Satellite usage	-	-
Emergency Fuel			
Actual documented cost of fuel by supplier plus a fixed fee of $1.00/gallon for fuel management to include logistics and documentation of user/consumption to support FEMA documentation requirements for reimbursement of the management of the fuel.**			
Meals Ready to Eat (MRE)			
Heater Meals Entree	$5.18 per meal with an order of 14,400 meals		
Heater Meals Plus	$9.45 per meal with an order of 14,400 meals		
SAT Phones			
SAT Phones	$50.00 per day	-	-
SAT Phones	$1.00 per minute		
Temporary Living and Hygiene Quarters			
Sleeps 10	-	$1,800 per week	-
Sleeps 10	-	$1,800 per week	-
Take Down Charge	$1,500		

* *Trucking and storing will be invoiced at actual cost plus 20%.*

** *Fuel cost to support force account equipment is not eligible for reimbursement, only the documented cost for delivery, logistics/management, and administration support to document. The cost of fuel is inclusive of the eligible hourly rate FEMA will accept for "force account" equipment use, reference 44 CFR § 206.228 Allowable Costs. Rates for equipment at fema.gov.*

NOTE: Costs presented herein do not include documented mobilization/de-mobilization cost from outside Hidalgo County, cost of personnel to install/set-up, operate, maintain, and relocate as may be required.

EXHIBIT "D"

PROOF OF INSURANCE

PHIL-10 OP ID: A0

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2015

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
Scott Insurance(Knoxville,TN)
2095 Lakeside Centre Way
Knoxville, TN 37922
Matt Kerr-Knoxville

CONTACT NAME: Angie Baker/Scott Insurance
PHONE (A/C, No, Ext): 865-684-1793 FAX (A/C, No): 434-455-8984
E-MAIL ADDRESS: abaker@scottins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Contractors Ins. (A)	12300
INSURER B : ACIG Insurance Company (A)	12300
INSURER C : American Guar & Liab (A+)	26247
INSURER D : Zurich American Ins Co (A+)	16535
INSURER E :	
INSURER F :	

INSURED
Phillips and Jordan, Inc.
10201 Parkside Drive, Ste 300
Knoxville, TN 37922

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	X	X	GL15A00037 PRIMARY	06/01/2015	06/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	$ 5,000,000 $ 100,000 $ 5,000
A	X Contractual Liabi GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			GL15X00037 EXCESS	06/01/2015	06/01/2016	PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	AL15000013	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 5,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ -0-		X	AUC-9137945 05	06/01/2015	06/01/2016	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000 $
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WCA000008015,WCA003515-NJ WCA000011615-AR,CA,GA,PA	06/01/2015 06/01/2015	06/01/2016 06/01/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Florida Automobile			BAP926555304	06/01/2015	06/01/2016	CSL	5,000,000

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

Project: Disaster Debris Clearance and Removal Services P&J Proposal # CE-2012-10-001
The Certificate Holder is named as an Additional Insured on all policies, except for Worker's Compensation and Employer's Liability. This coverage is primary to any other insurance available to the Additional Insured. The

CERTIFICATE HOLDER

Hidalgo County, TX
Houston-Galveston Area Council
3555 Timmons, Ste 120
Houston, TX 77027

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

Matthew Kerr

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Automobile Liability policy includes an MCS-90 Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980. The Insurers waive any rights of subrogation to recover against the Certificate Holder. Thirty (30) days written notice will be given to the Certificate Holder before these policies may not be cancelled or materially changed.

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Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027
P.O. Box 22777, Houston, Texas 77227-2777
On Behalf of Hidalgo County, Texas

Due: May 18, 2015 by 8:00 A.M.

ELECTRONIC COPY

Phillips & Jordan, Inc.
865.688.8342 • 10201 Parkside Drive, Suite 300 • Knoxville, TN 37922 • pandj.com
Contact: Heath Stone • hstone@pandj.com

A PROVEN INNOVATOR. A PROVEN LEADER. A PROVEN SOLUTION.

May 15, 2015

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027
P.O. Box 22777, Houston, Texas 77227-2777
On Behalf of Hidalgo County, Texas

RE: Pricing and Qualifications for Disaster Debris Removal and Clearance Services

Phillips & Jordan, Incorporated (Phillips & Jordan) thanks you for the opportunity to present our pricing and qualifications for Disaster Debris Removal and Clearance Services by the Houston-Galveston Area Council (H-GAC). Phillips & Jordan offers 36 years of experience as a disaster debris management contractor and can provide the management team, equipment, personnel, and other necessary resources to respond rapidly and efficiently to a future disaster in Hidalgo County. Our disaster recovery work will also include the generation and collection of Federal Emergency Management Agency (FEMA) project documentation to validate the eligibility of our work and ensure maximum reimbursement.

The financial reimbursement that Hidalgo County will ultimately receive from FEMA through its Public Assistance (PA) Grant Program for disaster debris cost will be dependent on three major factors: (1) compliance with Super Circular 2, Subpart D – Post-Federal Award Requirements Standards for Financial and Program Management; (2) eligibility of work performed; and (3) the documentation to support incurred cost. Phillips & Jordan's philosophical approach to execution of a disaster debris management project is based on these same three factors.

To ensure compliance with Super Circular 2, Phillips & Jordan provides the required bid, payment, and performance bonds along with rates that can support FEMA "reasonable cost" criteria. As a project's scope and cost expand, we provide the increased bonding capacity necessary to reduce the financial risk to Hidalgo County.

As the contractor, we bare significant financial risk for cost associated with ineligible debris as well as the associated negative ethical implications. Phillips & Jordan accepts and manages this risk willingly. If we are requested by Hidalgo County to remove ineligible debris, the County will be asked to make that request in writing. If the County's monitoring firm directs us to remove ineligible debris, we will require them to provide that request in writing, and will notify the County regarding the request. Each of our clients is assigned an experienced Project Manager that has FEMA PA experience and understands current policy and documentation recommendations to support eligibility claims.

Phillips & Jordan has the capability to document and track our work with our Automated Debris Management System (ADMS). Our ADMS is one of only two systems currently approved by the

U.S. Army Corps of Engineers. This debris management documentation tool can provide a second critical source of grant supporting documents.

Critical expectations of the disaster debris management contractor selected by H-GAC and Hidalgo County should include demonstrated capabilities to efficiently and effectively mobilize manpower and equipment, to coordinate and control all resources deployed to the impacted area, and to implement robust quality control and safety programs. Phillips & Jordan offers these capabilities as demonstrated through our successful past performance record responding to a wide variety of natural and man-made disaster events.

Phillips & Jordan's capacity and capability to perform disaster debris management services includes a senior management team that offers more than 140 years of combined debris removal; disaster management, FEMA PA Grant Program administration, and disaster recovery experience; a fleet of over 950 individual pieces of company-owned equipment applicable to debris management activities; and a nationwide group of experienced disaster subcontractors.

The authorized representatives for Phillips & Jordan are as follows:

Primary	Alternate	Alternate
Julie Glenn Disaster Services Coordinator 10201 Parkside Drive, #300 Knoxville, TN 37922 Phone (865) 776-8919 Fax (865) 392-3090 jglenn@pandj.com	Wayne Floyd Director of Disaster Services 10201 Parkside Drive, #300 Knoxville, TN 37922 Phone (919) 369-4685 Fax (865) 392-3090 wfloyd@pandj.com	J. Patrick McMullen President 10201 Parkside Drive, #300 Knoxville, TN 37922 Phone (865) 392-3053 Fax (865) 392-3090 pmcmullen@pandj.com

Sincerely,

J. Patrick McMullen
President
Phillips & Jordan, Incorporated

Corporate Summary

Phillips & Jordan was established in 1952 and offers 22 years of experience as a disaster recovery and debris management contractor with the capability to rapidly provide the management team, equipment, workforce, and supporting resources required to effectively respond to any type of natural or man-made disaster. Phillips & Jordan has supported the response and recovery efforts of hundreds of federal, state and local governments and agencies as well as private sector customers across the nation following virtually every federally declared disaster over the past three decades.

Phillips & Jordan is a proven provider of high quality and cost efficient disaster debris management services with demonstrated expertise in the areas of disaster recovery planning and technical assistance; emergency road clearance; public right-of-way debris segregation and removal; vegetative debris reduction; construction and demolition debris disposal; hazardous stump, tree and limb removal; private property debris removal; structure demolition; and debris reduction site management.

Phillips & Jordan also offers in-depth knowledge related to the implementation of requirements codified in the Federal Emergency Management Agency (FEMA) "Public Assistance Debris Management Guide" (FEMA-325) and Code of Federal Regulations (CFR) Title 44 "Emergency Management and Assistance" Part 13 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as well as development of Memorandums of Understanding with and between local, county, state, and federal stakeholders.

NAME OF COMPANY:	Phillips & Jordan, Incorporated
PHYSICAL ADDRESS:	10201 Parkside Drive, Suite 300 Knoxville, TN 37922
MAILING ADDRESS:	P.O. Box 52050 Knoxville, TN 37950-2050
TELEPHONE NUMBER:	(865) 688-8342
FAX NUMBER:	(865) 392-3090
DATE OF INCORPORATION:	August 4, 1959
STATE OF INCORPORATION:	North Carolina
DUNS NUMBER:	003845336
TAXPAYER ID NUMBER:	56-0694573
CAGE CODE:	0GGP5

Over the past 3 decades, Phillips & Jordan has successfully completed disaster debris management missions in excess of $1.5B for over 100 individual jurisdictions located throughout the United States that received reimbursement under FEMA guidelines. Phillips & Jordan has performed disaster debris management services in excess of $406,000,000 over the past 8 years under 5 federal contracts involving 81 separate task orders, and pre-position contracts with 62 individual state and municipal entities.

Prepositioned Contracts

Phillips & Jordan currently maintains +130 prepositioned contracts of which 9 are for municipalities or counties within the State of Texas. Phillips & Jordan's substantial in-house workforce of highly qualified disaster debris management and field personnel, and our pool of key and pre-registered subcontractors – a number of which are based in Texas, provides us with the capability to execute multiple simultaneous disaster debris management missions in diverse geographic locations.

For example, in 2005 Phillips & Jordan used uncommitted manpower and equipment to address storm damage caused by the landfall of Hurricane Wilma in Palm Beach County, Florida while simultaneously conducting full-scale recovery operations throughout the Gulf Coast region (Louisiana, Mississippi, and Alabama) associated with Hurricanes Katrina and Rita. Phillips & Jordan also conducted simultaneous full-scale recovery operations in both the State of Alabama and Joplin, Missouri in response to tornadoes that occurred in 2011.

Several weeks after completion of operations in the State of Alabama, Phillips & Jordan's prepositioned response contract with the Southeastern Public Service Authority of Virginia was activated to perform simultaneous debris management in 5 cities (Chesapeake, Franklin, Norfolk, Portsmouth, and Virginia Beach) in response to damage caused by Hurricane Irene.

These examples clearly demonstrate that Phillips & Jordan has the necessary personnel and equipment to successfully and efficiently respond to simultaneous disaster events or a single event impacting multiple municipalities, including a future disaster that may impact the County.

A listing of all active prepositioned debris removal/hauling contracts currently maintained by Phillips & Jordan is provided in the table on the following pages.

Account Name	State		Account Name	State
City of Atmore	AL		Terrebonne Parish	LA
Los Angeles County (Contract 003218)	CA		Frederick County	MD
Los Angeles County (Contract 003145)	CA		Montgomery County	MD
San Diego County	CA		Camden County	NC
Town of West Hartford	CT		City of Boiling Spring Lakes	NC
Bay County	FL		City of Burlington	NC
City of Atlantis	FL		City of Charlotte	NC
City of Belle Glade	FL		City of Elizabeth City	NC
City of Boynton Beach	FL		City of Morrisville	NC
City of Cooper City	FL		City of Southport	NC
City of Coral Springs	FL		Craven County	NC
City of Deerfield Beach	FL		Johnston County	NC

Account Name	State		Account Name	State
City of Delray Beach	FL		Orange County	NC
City of Deltona	FL		Pasquotank County	NC
City of Miami Beach	FL		Town of Apex	NC
City of Ormond Beach	FL		Town of Cary	NC
City of Palm Beach Gardens	FL		Town of Chapel Hill	NC
City of Pinellas Park	FL		Town of Elon	NC
City of Port Orange	FL		Town of Fuquay-Varina	NC
City of Riviera Beach	FL		Town of Garner	NC
City of Rockledge	FL		Town of Hillsborough	NC
City of West Palm Beach	FL		Town of Knightdale	NC
City of Williston	FL		Town of Williamston	NC
Coral Springs Improvement District	FL		Town of Wrightsville Beach (Via Atkins North America)	NC
Escambia County	FL		UNC Wilmington	NC
Highlands County	FL		Village of Bald Head Island	NC
Hillsborough County	FL		Wake County	NC
Manatee County	FL		Borough of Avalon	NJ
Manatee County School District	FL		Nassau County	NY
Osceola County School District	FL		Suffolk County	NY
Palm Beach County School Board	FL		Rhode Island (State of)	RI
Palm Beach County SWA	FL		Beaufort-asper Water and Sewer Authority	SC
Pasco County	FL		Berkeley Hall Club, Inc.	SC
St. Johns County	FL		City of Conway	SC
Sunshine Water Control District	FL		City of Rock Hill	SC
Town of Belleair	FL		Dewees Island POA	SC
Town of Briny Breezes	FL		Florence County	SC
Town of Cloud Lake	FL		Fluor Enterprises, Inc.	SC
Town of Glen Ridge	FL		Greenville County	SC
Town of Highland Beach	FL		Harbor Island Owners Association	SC
Town of Hillsboro Beach	FL		Horry County SWA	SC
Town of Juno Beach	FL		Kiawah Island	SC
Town of Lake Clarke Shores	FL		Kiawah Island Community Association	SC
Town of Lake Park	FL		Kiawah River Estates POA	SC
Town of Mangonia Park	FL		Seabrook Island POA	SC
Town of Palm Beach	FL		Seabrook of Hilton Head	SC
Town of Palm Beach Shores	FL		South Carolina DOT	SC
Town of South Palm Beach	FL		Town of Aynor	SC
University of Miami	FL		Town of Briarcliffe Acres	SC
University of South Florida	FL		Town of Seabrook Island	SC

Account Name	State	Account Name	State
Village of North Palm Beach	FL	City of North Myrtle Beach	SC
Village of Tequesta	FL	Knox County	TN
Village of Wellington	FL	Brazoria County	TX
Volusia County	FL	Chambers County	TX
Athens-Clarke County	GA	City of Austin	TX
City of Tybee Island	GA	City of Groves	TX
City of Alexandria	LA	City of LaPorte	TX
City of Lake Charles	LA	City of Nederland	TX
LADOT District 07	LA	City of Port Neches	TX
LADOT District 08	LA	Houston Galveston Area Council	TX
LADOT District 62	LA	Texas General Land Office	TX
LaFourche Parish	LA	Fairfax County	VA
LaFourche Parish School Board	LA	Newport News (Clearance and Removal)	VA
Plaquemines Parish	LA	Newport News (Stormwater, Structures, Easements)	VA
Pointe Coupee Parish Police Jury	LA	Southeastern Public Service Authority (SPSA)	VA
St. Landry Parish	LA	Virginia Peninsula Public Service Authority (VPPSA)	VA

Past Projects

Phillips & Jordan over the course of its history has been tasked with response to a wide range of disasters including hurricanes, tornadoes, snow/ice storms; flooding; clean-up of a coal fly ash slurry release; collection and incineration of diseased animal carcasses; removal and reduction of diseased trees; and support for recovery efforts at the World Trade Center and along the Gulf Coast during the British Petroleum Deepwater Horizon oil spill - all of which required complex debris stream management.

Over the past decade, Phillips & Jordan has managed over 90 individual disaster debris management projects for federal, state, county, and city customers located throughout the United States as illustrated in the table below. 23 of these projects alone involved the removal and disposal of 39,984,707 cubic yards of disaster-related debris.

Year	Customer	Event	Type of Work	Amount
2014	South Carolina DOT	Winter Ice Storm	Debris Removal, Reduction, & Hangers	$ 9,821,879
2014	Orange Co., NC	Winter Ice Storm	Debris Reduction	$ 697,610
2014	City of Burlington, NC	Winter Ice Storm	Debris Removal	$ 1,941,112
2014	Town of Mebane, NC	Winter Ice Storm	Debris Removal	$ 206,925

Year	Customer	Event	Type of Work	Amount
2014	Town of Haw River, NC	Winter Ice Storm	Debris Removal	$ 26,844
2014	Hillsborough, NC	Winter Ice Storm	Debris Removal	$ 53,785
2014	Town of Elon, NC	Winter Ice Storm	Debris Removal	$ 98,861
2014	Village of Alamance, NC	Winter Ice Storm	Debris Removal	$ 6,543
2014	Colorado DOT	Flood	Debris Removal	$ 7,429,000
2012	Borough of Avalon, NJ	Hurricane Sandy	Debris Removal	$ 394,024
2012	Town of Brookhaven, NY	Hurricane Sandy	Debris Removal	$ 6,700,086
2012	Suffolk County, NY	Hurricane Sandy	Debris Removal	$ 3,826,152
2012	City of Westwego, LA	Hurricane Isaac	Debris Removal	$ 44,119
2012	Terrebonne Parish, LA	Hurricane Isaac	Debris Removal	$ 510,124
2012	City of Chesapeake, VA	Tornado	Debris Removal	$ 132,626
2011	City of Raleigh, NC	Hurricane Irene	Debris Reduction	$ 39,600
2011	Town of Granby, CT	Hurricane Irene	Debris Removal	$ 1,617,107
2011	VDOT, Brunswick Co, VA	Hurricane Irene	Debris Removal	$ 126,761
2011	VDOT, Dinwiddie Co, VA	Hurricane Irene	Debris Removal	$ 1,447,219
2011	VDOT, Prince George Co, VA	Hurricane Irene	Debris Removal	$ 1,072,955
2011	Suffolk Co, NY	Hurricane Irene	Debris Reduction	$ 843,550
2011	NCDOT, Martin Co, NC	Hurricane Irene	Debris Removal	$ 38,119
2011	NCDOT, Jones Co, NC	Hurricane Irene	Debris Removal	$ 272,029
2011	City of Portsmouth, VA	Hurricane Irene	Debris Removal	$ 204,825
2011	City of Chesapeake, VA	Hurricane Irene	Debris Removal	$ 481,411
2011	City of Virginia Beach, VA	Hurricane Irene	Debris Removal	$ 2,959,676
2011	City of Franklin, VA	Hurricane Irene	Debris Removal	$ 157,856
2011	City of Norfolk, VA	Hurricane Irene	Debris Removal	$ 443,303
2011	Ward Co., ND	Flood	Debris Removal	$ 494,531
2011	Weston Solutions - Joplin, MO	Tornado	Debris Removal	$ 36,120,816
2011	Monroe Co., MS	Tornado	Debris Removal	$ 653,214
2011	USACE – Alabama	Tornadoes	Debris Removal, Reduction, & Disposal	$ 164,682,726
2011	Wake Co, NC	Tornado	Debris Removal	$ 310,864
2011	City of Raleigh, NC	Tornado	Debris Removal & Reduction	$ 2,091,613
2010	Miller Environmental Group, Deepwater Horizon	Oil Spill	Monitoring & Collection	$ 9,236,787
2009	East Baton Rouge Schools, LA	Hurricane	Debris Removal	$ 105,634
2009	NCDOT, I-40 MM2	Rockslide	Debris Removal & Wall Stabilization	$ 2,463,504
2009	Cherokee Co., OK	Ice Storm	Debris Removal	$ 1,516,437
2009	State of Kentucky	Ice Storm	Debris Removal	$ 3,439,000

Year	Customer	Event	Type of Work	Amount
2009	NCDOT, I-40 MM2.45	Rockslide	Debris Removal & Wall Stabilization	$ 9,683,880
2008	USACE - Delaware Water Gap	River Debris	Debris Removal	$ 435,986
2008	City of New Roads, LA	Hurricane	Debris Removal	$ 527,979
2008	Avoyelles Parish, LA	Hurricane	Debris Removal	$ 627,241
2008	USACE - Louisiana	Hurricane	Debris Removal	$ 984,223
2008	Pointe Coupee Parish, LA	Hurricane	Debris Removal	$ 7,265,291
2007	City of Oklahoma City, OK	Ice Storm	Debris Removal	$ 4,645,677
2007	City of Muskogee, OK	Ice Storm	Debris Removal	$ 5,677,354
2006	City of Coral Springs, FL	Hurricane	Debris Removal	$ 486,211
2006	City of Lackawanna, NY	Snow Storm	Debris Removal	$ 802,165
2006	City of Buffalo, NY	Snow Storm	Debris Removal	$ 11,042,925
2006	City of New York, NY	Forensic Recovery	Forensic Recovery	$ 9,500,000

Training and Educational Services

Phillips & Jordan maintains an in-house customer training capacity that can be provided when requested by the County. This training could be conducted through either traditional seminar/ lecture style programs or through interactive "table-top" exercises. Table-top exercises are more advantageous in that they require active participation by the attendees and role-playing under a variety of scenarios thus providing for increased integration and coordination among the different response organizations. These exercises offer County officials and key personnel an opportunity to evaluate plans, procedures, policies, capabilities, and alternative concepts for debris management response (and overall emergency planning) prior to the occurrence of a disaster event. Table-top exercises would allow the County to bring together a variety of governmental sub-groups (public health agencies, public safety agencies, emergency management agencies, etc.), as well as private industry groups, to coordinate and refine the local response plan and procedures, and to assist in identifying resource integration requirements and logistical concerns.

Key topics which may be included in a table-top exercise training program include the following:

- Local potential disaster threats, and historical perspective
- Local historical and environmental sensitivities
- Local government relationships and coordination
- Local government (agencies and organizations) preparedness
- Local government actions to include: management, administration and finance
- Local Subcontractor/Vendor/Supplier participation
- The Disaster Recovery Team (key individuals from government, monitoring firm, Phillips & Jordan and subcontractors)
- Roles and responsibilities of key individuals
- Public Information and Notification best practices

- Best practices for mobilization and response
- Current debris management environment
- Recovery meetings – briefings, kick-off meeting, safety & health meetings, weekly project updates, timelines
- Project "lessons learned" and debris management best practices
- Operations and administrative overview of accepted FEMA practices
- The Public Assistance program and new FEMA guidance
- Congress actions in review and pending legislation

In addition to table-top exercises, Phillips & Jordan has the capability to conduct pre-event outreach and training programs in coordination with the County. These programs are aimed at local subcontractors, vendors, suppliers, and their personnel to strengthen local business participation and to develop a unified team in the event of a disaster. Previous training of this nature provided by Phillips & Jordan has been beneficial in improving the coordination of the response and recovery effort, as well as improving the overall efficiency and effectiveness of these efforts.

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: PnJ agmrnt

From : Steve Crain <scrain@atlashall.com> Tue, Sep 08, 2015 04:27 PM

Subject : RE: PnJ agmrnt

To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

That works.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Tuesday, September 08, 2015 4:56 PM
To: Steve Crain
Subject: RE: PnJ agmrnt

Will paragraph #2 (2nd line) suffice?

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

----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>
Sent: Tue, 08 Sep 2015 08:35:30 -0500 (CDT)
Subject: RE: PnJ agmrnt

The contract must state they are the tertiary vendor.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Friday, September 04, 2015 4:55 PM

To: Steve Crain
Subject: PnJ agmrnt

Please review attached.

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-51322 **Purchasing Department** **22. E. 1.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Elena Gomez, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the responsible vendor submitting the lowest and best sealed quote/bid [attached herein] for the purchase of 1.5 ton Double Drum Roller (Wacker) in the amount of $13,007.14 from United Rental.

BACKGROUND

Four [4] sealed quotes received

To be paid with C.O.'s (acct# 5-1345-431-00-121-041-0-751)
Req. 283213

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-121-041-0-751

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

BUDGETARY IMPACT:

Funds available as of 9/11/15.
Req. #283213

Attachments

Quotes/commodity code/alio funding

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/11/2015 02:41 PM
Budget & Management	Debbie Tamez	09/11/2015 03:17 PM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Elena Gomez		Started On: 09/11/2015 08:20 AM
Final Approval Date: 09/11/2015		

United Rentals

QUOTATION

Al Perez
Sales Rep.
Cell: (956) 235-8040

E-mail address: Aperez2@ur.com
1-800-UR RENTS (800-877-3687)
www.unitedrentals.com

To: Ricardo Perez Date: 9/11/15

Company: Hidalgo County Precint #1

Phone:

Fax:

The following is a quote on the equipment and / or supplies you requested:

	Qty	Sale Price Ea.	Total
Wacker 1.5 ton Double Drum Roller Model RD12A	1	$12,357.14	$12,357.14

LEAD TIME 2/4 WEEKS

Freight	(estimated)	$650.00
Tax		$0.00
	Texas Agricultural S	$13,007.14

This Quote is valid for Thirty (30) days from date.
All Equipment listed is subject to prior sale.

Thank you for the opportunity to work with you. We appreciate your business!

RD16
WACKER
NEUSON

Hertz Equipment Rental

Hertz Equipment Rental Corporation

Branch # 9410

Office: 956-797-4747
Fax: 956-797-4808
Cell: 956-202-2549
E-mail: tffrakes1@hertz.com

Sales Rep: Todd frakes

Date: 8/24/2015

Customer Information		Job Site Information	
Name:	Hidalgo County Precinct #1	Name:	
Contact:	Ricardo Perez	Contact:	
Address:		Address:	
City, State:		City, State:	Weslaco TX
Zip:		Zip:	
Phone:		Phone:	
Fax:		Fax:	
E-mail:		E-mail:	

Enter 5 Digit Cat Class For Description (Bulk Enter Manual)

Quantity	Cat Class	Description	Rental Rates Day	Week	4 Week	Rental Term	Type	Estimated Total
1		Wacher-Neuson RD-12 (new)			14273.65	1	4W	$14273.65
							W	
							4W	
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Sub Total		$14,273.65
Transportation		$421.72
Loss Damage Waiver	N	Declined
Emissions & Environment Surcharge [1]	Y	$0.00
		$0.00
Additional 2		$0.00
Additional 3		$0.00
Additional 4		$0.00
Estimated Total Less Taxes*		**$14,695.37**

Rental quote is valid through: 12/31/2104

* Additional Taxes May Apply And Vary By State & Location

Comments:

this is a new unit I don't have a leed time on delivery to La Feria Branch if you accept this quote we will get you a leed time. This needs to be picked up at our La Feria branch 9410 1801 w expressway 83 Laferia TX

The price quote is for information purposes only and does not constitute an offer to rent or sell goods or equipment. All rentals or sales shall be subject to the terms and conditions of Hertz's Rental Contract or Sales Invoice.

NPE-SAN BENITO

ONE INDUSTRIAL WAY
SAN BENITO, TX 78586
(956) 361-0066

To: HIDALGO COUNTY PCT 1
1902 JOE STEPHANS
WESLACO, TX 78599
(956) 956-8733 Ext: 1029
Customer #: HIDA03

Created: August 25, 2015
Expiration: August 31, 2015
Prepared By: ROBERT A ZOHRER

Phone # (956) 245-6372

Quote Items:

Make	Model	Description	Serial Number	Unit #	Quantity	Price	Ext. Price
MULTIQUIP	AR14H	1TON ROLLER	NEW		1	$18,783.00	$18,783.00

Note: *Unit Specifications*
Compaction Force 3400 lb 15.12 kN
Travel Speed 4.8 mph 7.7 kph
Water Tank Capacity 35 gal 132.48 L

Drum Specifications
Front Drum Width 35.6 in 904 mm
Rear Drum Width 35.6 in 904 mm
Dimensions & Weights
Overall Length 73.5 in 1867 mm
Overall Width 37 in 940 mm
Overall Height 95 in 2413 mm
Operating Weight 2688 lb 1219 kg
Shipping Weight 2992 lb 1357 kg

Special Instructions:

Terms and Conditions:

Total Units:	$18,783.00
Sales Tax:	$0.00
Total Amount:	$18,783.00
Down Payment:	$0.00
Amount Due:	$18,783.00

Signature:	Date of Acceptance:

Created: 08/25/2015 Quotation Number: RAZ7005628.00

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	SM10-14	Date Prepared:	8/26/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT. #1	Contractor:	ANDERSON MACHINERY
Contact Person:		Prepared By:	TOM ANDERSON
Phone:	(956) 968-8733	Phone:	(512) 272-8133
Fax:		Fax:	(512) 272-8136
Email:		Email:	TA@AMCOTX.COM

Catalog / Price Sheet Name:	STREET MAINTENANCE EQUIPMENT - ITEM #05G - BOMAG ROLLER
General Description of Product:	BW-90AD-5 DOUBLE DRUM ROLLER

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	BASE MACHINE	28,457.00	28,457
1	ROPS	STD	STD
		Total From Other Sheets, If Any:	
		Subtotal A:	28457

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

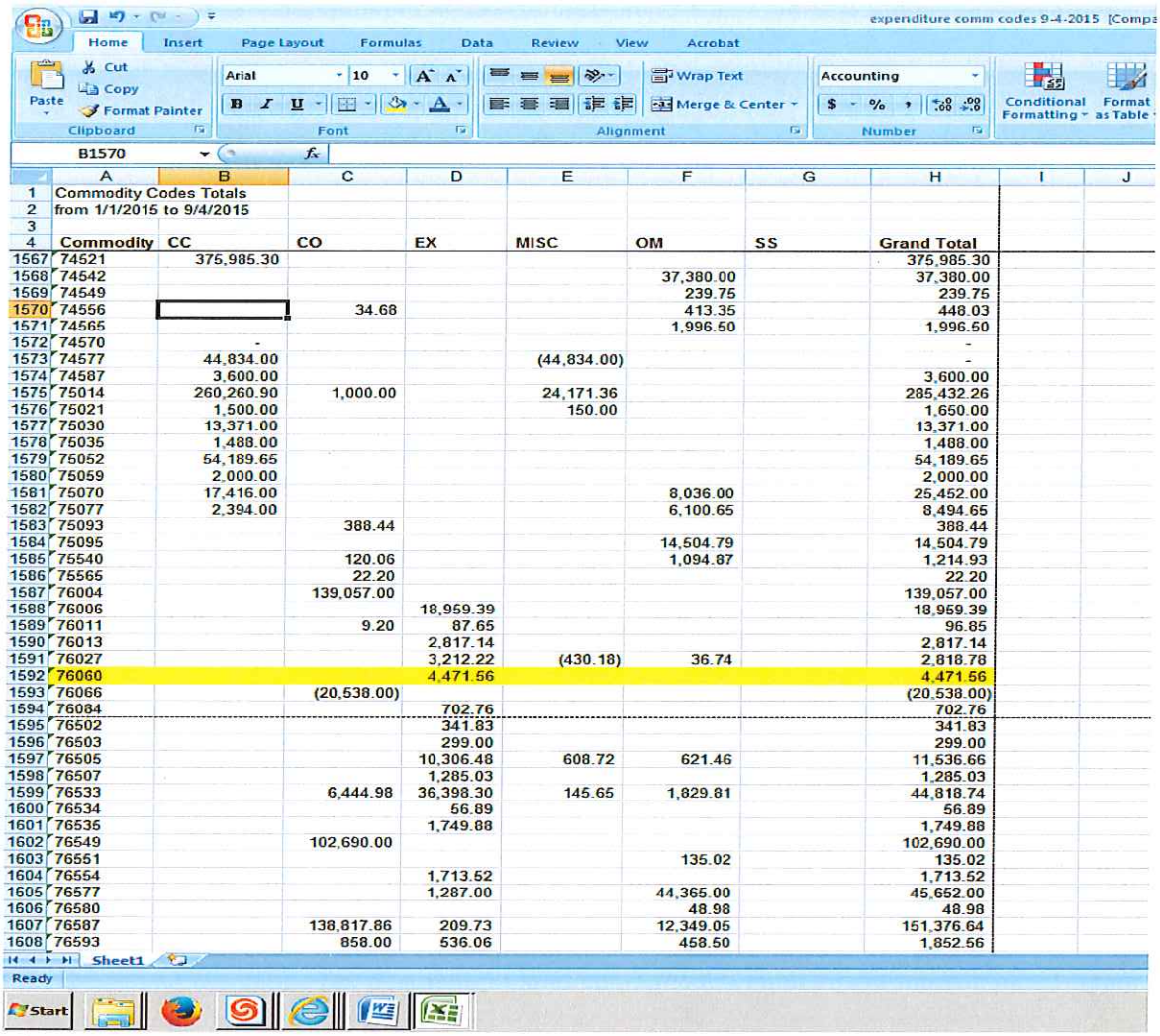
Quan	Description	Unit Pr	Total
1	FREIGHT TO DEALER YARD - PHARR, TEXAS	900.00	900
		Total From Other Sheets, If Any:	
		Subtotal B:	900

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	3%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Subtotal C:	0

Delivery Date:	TBA	D. Total Purchase Price (A+B+C):	29357



expenditure comm codes 9-4-2015 [Compa

Home | Insert | Page Layout | Formulas | Data | Review | View | Acrobat

Cut | Copy | Format Painter | Paste | Clipboard | Arial | 10 | Font | Wrap Text | Merge & Center | Alignment | Accounting | Number | Conditional Formatting | Format as Table

B1570

	A	B	C	D	E	F	G	H	I	J
1	Commodity Codes Totals									
2	from 1/1/2015 to 9/4/2015									
3										
4	Commodity	CC	CO	EX	MISC	OM	SS	Grand Total		
1567	74521	375,985.30						375,985.30		
1568	74542					37,380.00		37,380.00		
1569	74549					239.75		239.75		
1570	74556		34.68			413.35		448.03		
1571	74565					1,996.50		1,996.50		
1572	74570	-						-		
1573	74577	44,834.00			(44,834.00)			-		
1574	74587	3,600.00						3,600.00		
1575	75014	260,260.90	1,000.00		24,171.36			285,432.26		
1576	75021	1,500.00			150.00			1,650.00		
1577	75030	13,371.00						13,371.00		
1578	75035	1,488.00						1,488.00		
1579	75052	54,189.65						54,189.65		
1580	75059	2,000.00						2,000.00		
1581	75070	17,416.00				8,036.00		25,452.00		
1582	75077	2,394.00				6,100.65		8,494.65		
1583	75093		388.44					388.44		
1584	75095					14,504.79		14,504.79		
1585	75540		120.06			1,094.87		1,214.93		
1586	75565		22.20					22.20		
1587	76004		139,057.00					139,057.00		
1588	76006			18,959.39				18,959.39		
1589	76011		9.20	87.65				96.85		
1590	76013			2,817.14				2,817.14		
1591	76027			3,212.22	(430.18)	36.74		2,818.78		
1592	76060			4,471.56				4,471.56		
1593	76066		(20,538.00)					(20,538.00)		
1594	76084			702.76				702.76		
1595	76502			341.83				341.83		
1596	76503			299.00				299.00		
1597	76505			10,306.48	608.72	621.46		11,536.66		
1598	76507			1,285.03				1,285.03		
1599	76533		6,444.98	36,398.30	145.65	1,829.81		44,818.74		
1600	76534			56.89				56.89		
1601	76536			1,749.88				1,749.88		
1602	76549		102,690.00					102,690.00		
1603	76551					135.02		135.02		
1604	76554			1,713.52				1,713.52		
1605	76577			1,287.00		44,365.00		45,652.00		
1606	76580					48.98		48.98		
1607	76587		138,817.86	209.73		12,349.05		151,376.64		
1608	76593		858.00	536.06		458.50		1,852.56		

Sheet1

Ready

Start

Commodity Code as of 9/9/18

& 760-63 Bal o

elena logged in: Logout (/j_spring_security_logout)

NIGP Code

()

Why the Code? (http://nigp.com/whythecode.php) Solutions (http://nigp.com/solutions.php)

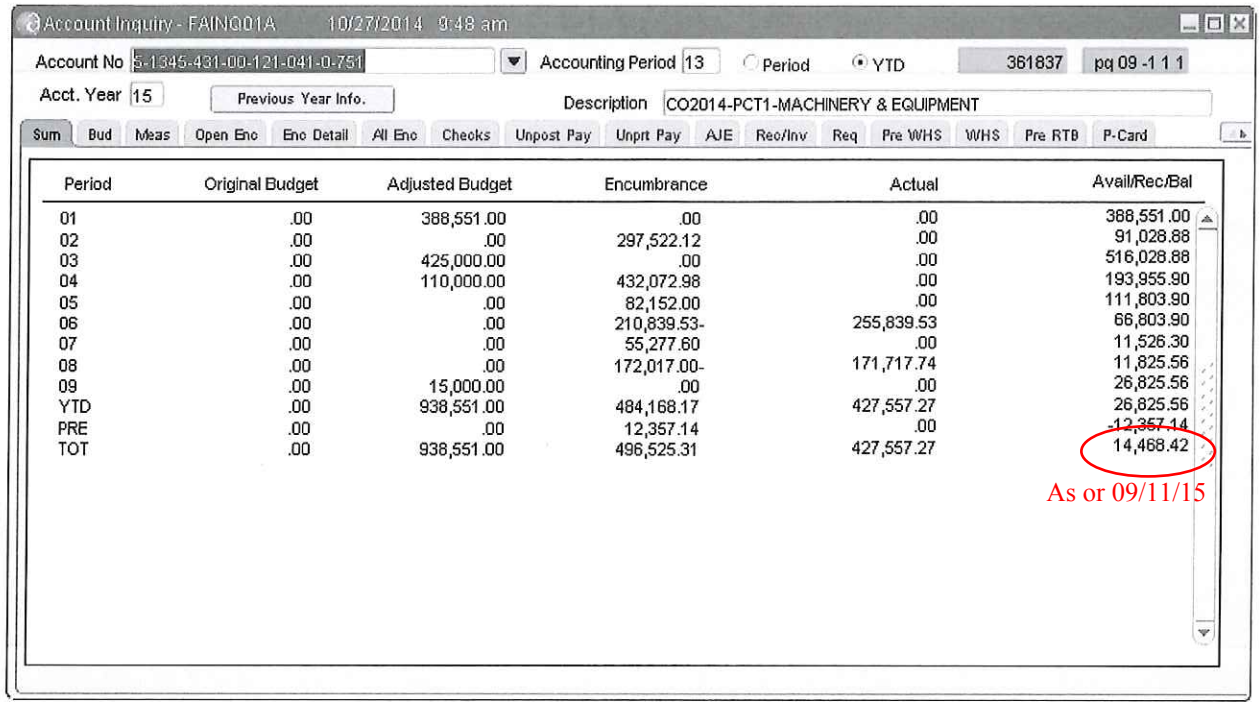
Order (http://nigp.com/order.php) About Us (http://nigp.com/aboutus.php) Contact Us (http://nigp.com/contact.php)

Home (/welcome.html) Help (/help.html) NIGP Search Admin Maintenance Downloads (/downloadTheCode.html)

Your Account

Legend					
Code Level	Category	Class	Class-Item	Group	Detail
Example	XX	XXX	XXX-XX	XXX-XX-XX	XXX-XX-XX-XXX-X

Code	Description
13 (/searchCategory.html)	Highway Road Equipment, Materials, and Related Equipment
760 (/searchClassList13.html)	ROAD AND HIGHWAY EQUIPMENT: EARTH HANDLING, GRADING, MOVING, PACKING, ETC.
760-63 (/searchItemList760.html)	Rollers, Flat Wheel Type, Static
760-63-40 (/searchDetailList760-63-40.html)	ROLLERS, TANDEM, 4-6 TON, WITH RETRACTIBLE WHEELS, MEETING TXDOT SPECIFICATION NO. 760-63-40, LATEST ISSUE.
760-63-41 (/searchDetailList760-63-41.html)	ROLLERS, TANDEM, 6-8 TON, FLATWHEEL, VARIABLE WEIGHT, MEETING TXDOT SPECIFICATION NO. 760-63-41, LATEST ISSUE.
760-63-42 (/searchDetailList760-63-42.html)	ROLLERS, TANDEM, 8-10 TON AND 10-14 TON, FLATWHEEL, MEETING TXDOT SPECIFICATION NO. 760-63-42, LATEST ISSUE.
760-63-43 (/searchDetailList760-63-43.html)	ROLLERS, VARIABLE WEIGHT, 8-10 TON, MEETING TXDOT SPECIFICATION NO. 760-63-43, LATEST ISSUE
760-63-46 (/searchDetailList760-63-46.html)	ROLLERS, 3 WHEEL, 9-10 TON CLASS, DIESEL
760-63-47 (/searchDetailList760-63-47.html)	ROLLERS, METAL WHEEL, 9-10 TON CLASS, DIESEL
760-63-48 (/searchDetailList760-63-48.html)	ROLLERS, METAL WHEEL, 11-12 TON CLASS, DIESEL
760-63-52 (/searchDetailList760-63-52.html)	PARTS, BOMAG ROLLER (BOMAG OR EQUAL)
760-63-55 (/searchDetailList760-63-55.html)	PARTS, DRESSER ROLLER (DRESSER OR EQUAL)
760-63-59 (/searchDetailList760-63-59.html)	PARTS, FERGUSON ROLLER (FERGUSON OR EQUAL)



Account Inquiry - FAINQ01A 10/27/2014 9:48 am

Account No 5-1345-431-00-121-041-0-751 Accounting Period 13 Period YTD 361837 pg 09 -1 1 1

Acct. Year 15 Previous Year Info. Description CO2014-PCT1-MACHINERY & EQUIPMENT

Sum | Bud | Meas | Open Enc | Enc Detail | All Enc | Checks | Unpost Pay | Unprt Pay | AJE | Rec/Inv | Req | Pre WHS | WHS | Pre RTB | P-Card

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	.00	388,551.00	.00	.00	388,551.00
02	.00	.00	297,522.12	.00	91,028.88
03	.00	425,000.00	.00	.00	516,028.88
04	.00	110,000.00	432,072.98	.00	193,955.90
05	.00	.00	82,152.00	.00	111,803.90
06	.00	.00	210,839.53-	255,839.53	66,803.90
07	.00	.00	55,277.60	.00	11,526.30
08	.00	.00	172,017.00-	171,717.74	11,825.56
09	.00	15,000.00	.00	.00	26,825.56
YTD	.00	938,551.00	484,168.17	427,557.27	26,825.56
PRE	.00	.00	12,357.14	.00	-12,357.14
TOT	.00	938,551.00	496,525.31	427,557.27	14,468.42

As or 09/11/15

AI-51262 **Purchasing Department** **22. E. 2.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Clarification purposes to include "Construction Materials Testing Services" [in addition to captioned & approved Geo-Technical Services by CC - 09/01/15-AI#50964] with the number one ranked firm as selected through County's protocol from the "POOL" of Engineering;

B. Acceptance and approval of a professional services agreement with **"Millennium Engineers Group, Inc.", Contract #C-15-319-09-29** for the provision of **"Construction Materials Testing and Geo-Technical Services"** [on-call on an as needed basis] for projects located within Hidalgo County Precinct One as approved for negotiations by CC on 09/01/15 through County's protocol from the "POOL" of Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding to be identified once Precinct identifies project(s) by means of work authorizations.

On an as needed basis

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/11/2015 02:41 PM
Budget & Management	Debbie Tamez	09/11/2015 03:16 PM
Manuel Chapa	Manuel Chapa	09/11/2015 04:58 PM

Auditor's Office	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Vangie Garcia		Started On: 09/08/2015 10:48 AM
Final Approval Date: 09/11/2015		

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-15-319-09-29

THIS AGREEMENT is made effective the **29th** day of **September, 2015** by and between **HIDALGO COUNTY, TEXAS,** ("County") and **MILLENNIUM ENGINEERS GROUP, INC.** of Edinburg, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"GEO TECHNICAL"** and **"CONSTRUCTION MATERIALS TESTING SERVICES" (on an as needed basis)** for projects within **HIDALGO COUNTY PRECINCT No. 1** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services;

WHEREAS, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 1**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

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

1. Scope of Services. The County will provide to Engineer the services described in Exhibit "A" attached hereto and entitled "Services to be performed by County." Engineer agrees

to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Non-Exclusive Services of Laboratory. Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **September 29, 2015,** and will expire **September 28, 2016** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a

subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

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

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a

statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such

information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the 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 Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County 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:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the 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

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts

prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. 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 tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in

writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:

County of Hidalgo
Attention: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Engineer:

Millennium Engineers Group, Inc.
Attn: Raul Palma, P.E. President
705 Dawson Drive
P.O. Box 4569
Edinburg, Texas 78540-4569

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

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

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

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

28. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and

this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

31. 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.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

ENGINEER: MILLENNIUM ENGINEERS GROUP, INC.

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: _____, 2015.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 20, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-***"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"***
RFQ No.: 2015-007-02-04-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services
Construction Materials & Geo Technical Testing Pool"
RFQ NO: 2015-007-02-04-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	6
4.	Attachment A-Schedule of Services and Related Fees (sample form)	4
5.	Exhibit B, Evaluation Form	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2015-007-02-04-SMA

Acceptance Due Date: **February 04, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing Pool", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) copies** of all qualifications and eight **(8) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ NO- 2015-007-02-04-SMA "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing Pool",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, February 04, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**
    - Invoices must include:
        a) Name and address of successful respondent
        b) Name and address of receiving department or official
        c) Purchase Order Number and Contract number (if any)
        d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) *Professional Engineering Services-Construction Materials & Geotechnical Testing Pool",***
        e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**February 04 , 2015**
Award of Contract:	2015
Commence Work or Deliver Products:	2015

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 respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services
"Construction Materials & Geo Technical Testing Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2015-007-02-04-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **March 16, 2015 through March 15, 2016**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICE-CONSTRUCTION MATERIALS GEO TECHNICAL TESTING POOL" RFQ NO: 2015-007-02-04-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 04, 2015.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, three (3) copies and (8) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No.2015-007-02-04-SMA, Project Name, Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN MONDAY, January 26, 2015 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 28, 2015. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT (if applicable):
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will may result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)

f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

CONSTRUCTION MATERIALS & GEO TECHNICAL TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III
SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**
The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**
The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
The statement of qualifications shall include the following:
- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:
- Response is Clear

- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:
Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2015-007-02-04-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only
Refer back to Section III- page 6, negotiations process

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2015-007-02-04-SMA

27	Laptop Computer Rental (w/ Printer)	$	/Mo.
28	Concrete Beam Breaker	$	/Day
29	Concrete Beam Breaker	$	/Wk
30	Concrete Beam Breaker	$	/Mo.
31	Vacuum Extractor	$	/Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC	
33	Miscellaneous Expenses	Cost +	%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**	
	SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$	Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$	Ea
Tex-104-E	Determination of Liquid Limit of Soils	$	Ea
Tex-105-E	Determination of Plastic Limit of Soils	$	Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$	Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$	Ea
Tex-108-E	Determination of Specific Gravity of Soils	$	Ea
Tex-110-E	Part I Sieves thru 40	$	Ea
	Part II Sieves thru 200	$	Ea
	Additional Sieves	$	Ea
Tex-111-E	Minus 200 Sieve Analysis	$	Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$	Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$	Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$	Ea
	Disturbed Soils and Base Materials (Part II)	$	Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$	Ea
Tex-128-E	Determination of Soil pH	$	Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$	Ea
	HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$	Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$	Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$	Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$	Ea
Tex-203-F	Sand Equivalent Test	$	Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2015-007-02-04-SMA

Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$ Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption In Aggregate for Concrete	$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2015-007-02-04-SMA

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2015-007-02-04-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed.Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

Project No.:_____

Project Name:: _____

Department::_____

Firm/Participant:Name:_____

Evaluator:_____ Date:_____

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A
	INSURER B
	INSURER C
	INSURER D
	INSURER E

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ 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 OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

( ) will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

( ) will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

( ) have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public _____

My commission expires: _____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the
Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or 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. 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) 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. 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.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2015-007-02-04-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response. .

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, three (3) copies and eight (8) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.

(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.

(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.

(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.

(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.

(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

-Engineer Contract Rates

EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

SOILS AND AGGREGATE SECTION

Material Preparation Time (per hour)	$47.00
Atterberg Limits (each test)	70.00
Sieve Analysis	
Dry through No. 40 (each test)	55.00
Additional Sieves (each sieve)	12.00
Percent Passing No. 200 Sieve (each test)	45.00
Moisture Density Relationship	
Standard Proctor (each test)	200.00
Modified Proctor (each test)	215.00
TxDOT Proctor (each test)	215.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (min. 3, each test)	28.00
Depth Test (each test)	6.00
Wet Ball Mill (each test)	210.00
Determination of Optimum Lime Content	
PI Method – (each test)	275.00
Tex 121-E - (each test)	275.00
PH Method - (each test)	275.00
Additional Points (each point)	75.00
California Bearing Ratio (each test)	750.00
Additional Specimens (each specimen)	175.00
Small Moisture Content of Aggregates and Base (each test)	13.00
Large Moisture Content of Aggregates and Base (each test)	35.00
Linear Shrinkage (each test)	85.00
pH (each test)	80.00
Resistivity of Soils (each test)	90.00
Specific Gravity (each test)	75.00
Unit Weight (each test)	45.00
Soundness (each test)	500.00
Sulfate Content (each test)	80.00
Hydrometer (each test)	275.00

BITUMINOUS SECTION

Material Preparation Time (per hour)	$52.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test)	55.00
Additional Sieves (each sieve)	12.00

Sand Equivalent (each test)	75.00
Extraction & Gradation, Percent Asphalt (each test)	250.00
Asphalt Cores (each core)	60.00
Asphalt Core Density (each core)	40.00
Thickness of Cores (each core)	15.00
Theoretical Maximum Specific Gravity (each test)	60.00
Lab Density (each test)	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	75.00
Hveem Stability (each test)	105.00
Coring Rig (per day)	95.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test)	45.00
Molding Specimens (per set)	60.00

CONCRETE SECTION

Material Preparation Time (per hour)	$52.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test)	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test)	25.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder)	16.00
Strip & Hold Cylinder (each cylinder)	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam)	40.00
Strip & Hold Beam (each beam)	15.00
Concrete Cores By Circumference Area (Min. 100 sq. in.)	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core)	25.00
Thickness of Cores (each core)	15.00
Coring Rig (per day)	95.00
Portland Cement Concrete Design or other services	By Quote

MASONRY SECTION

Material Preparation Time (per hour)	$56.00
Grout Prism (each prism)	24.00
Mortar Prism (each prism)	24.00

SOIL EXPLORATION AND GEOTECHNICAL SERVICES

Drilled Borings	
In Soil, 0 – 50 feet (per foot)	$19.00
In Soil, 50 – 100 feet (per foot)	22.50
In Rock	By Quote
Non-Conventional Drilling	By Quote
Standard Penetration Test (each test)	12.00

Texas Cone Penetration Test (each test)	20.00
Shelby Tube Sampling (each test)	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile)	0.80
Standby Time, Rig plus 2 man crew (per hour)	200.00
Well Installation	By Quote
Technician To Log Soil Test Boring (per hour)	54.00
Field Coordination	
Field Engineer (per hour)	115.00
Utility Clearance (per hour)	70.00
Flagman (per hour)	47.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test)	45.00
Moisture Content (each test)	13.00
Grout Backfill (per foot)	5.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core)	100.00
Concrete/Asphalt Patch (per location)	75.00

TECHNICIAN SERVICES

Soil Engineering Technician (per hour) (Min. 2 Hrs)	$47.00
Concrete Engineering Technician (per hour) (Min. 2 Hrs)	52.00
Asphalt Engineering Technician (per hour) (Min. 2 Hrs)	52.00
Masonry Engineering Technician (per hour) (Min. 2 Hrs)	56.00
Senior Engineering Technician (per hour)	56.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Construction Inspection Engineering Technician Time (per hour)	56.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Engineering Specialist (per hour)	70.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 2 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs)	90.00

OTHER SERVICES

Vehicle Trip Charge (per trip) (within 25 miles of office)	$40.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office)	0.80
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour)	56.00
Other Services, Outside Services or Supplies	Cost + 15%
Test Reports (each report)	30.00
Clerical/Administrative (per hour)	50.00
Fax (per page)	1.00
Photocopies	
8 ½" x 11" (per page)	0.12

8 ½" x 14" (per page).....	0.15
11" x 17" (per page).....	0.20
Additional Insured (per request).....	200.00

PROFESSIONAL SERVICES

Principal Engineer (per hour).....	$165.00
Project Engineer (per hour).....	125.00
Staff Engineer (per hour).....	110.00

PROJECT MANAGEMENT AND COORDINATION OF SERVICES PROVIDED

Applied to each invoice of net services provided

Project Management (per hour).....	$75.00

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every two reports.

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Geo Technical and/or
Construction Material Testing Engineer Services
Agreement #_____

WORK AUTHORIZATION NO. _

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide_____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.1, Commissioner, Arturo "AC" Cuellar, Jr., as to content and detail of this Work Authorization No. ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1:

BY: _____
Arturo "AC" Cuellar, Jr.

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201_.

THE ENGINEER:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By:

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.
TO AGREEMENT FOR PROFESSIONAL
"GEO TECHNICAL and CONSTRUCTION MATERIAL TESTING SERVICES"

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**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, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2015

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 Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	CONTACT NAME: Joan Kosch PHONE (A/C, No, Ext): (201) 262-1200 FAX (A/C, No): (201) 262-7810 E-MAIL ADDRESS: jkosch@fenner-esler.com
INSURED Millennium Engineers Group, Inc. 5804 N. Gumwood Pharr TX 78577	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Amer. Casualty Co./Reading, PA — 20427 INSURER B: Continental Casualty Company — 20443 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: MASTER 14-15 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		6011181339	11/22/2014	11/22/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED 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			6011181387	11/22/2014	11/22/2015	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	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					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	PROFESSIONAL LIABILITY			MCH280364872	12/12/2014	12/12/2015	PER CLAIM LIMIT AGGREGATE LIMIT	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured - Certificate Holder as respects general liability where required by written contract.

CERTIFICATE HOLDER

Hidalgo County
2812 S. 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

Timothy Esler/JEAN

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2015

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: STATE FARM INSURANCE ROBERT ELIZALDE, AGENT StateFarm 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: OMAR RIVERA PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810 E-MAIL ADDRESS: OMAR.RIVERA.KOTN@STATEFARM.COM
INSURED: MILLENNIUM ENGINEERS GROUP, INC 5804 N GUMWOOD PHARR, TX 78577	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			159 6511-A19-53O	07/19/2015	01/19/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

2008 FORD RANGER PICKUP VIN: 1FTYR10D48PA62344
2008 FORD RANGER PICKUP VIN: 1FTYR10D38PA92176
2010 FORD RANGER PICKUP VIN: 1FTKR10D0APA22160
2011 FORD RANGER PICKUP VIN: 1FTKR1ADXBPA02368

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S. 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

Omar Xavier Rivera

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2015

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER

SUPERIOR ACCESS INS SRVC INC/PHS
181840 P:(866) 467-8730 F:(888) 443-6112
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Underwriters Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

MEG, INC.
PO BOX 4569
EDINBURG TX 78540

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		72 WEC GY1880	10/16/2014	10/16/2015	X 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)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Hidalgo County
Attn: Precinct No. 1
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

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Contract-Millennium Engineering Group-Construction Materials Testing and Geo-Technical Services (on-call)-Pct 1

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Sep 08, 2015 02:29 PM

Subject : Fwd: Contract-Millennium Engineering Group-Construction Materials Testing and Geo-Technical Services (on-call)-Pct 1

To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Cc : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

FYI!

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, September 8, 2015 2:22:59 PM
Subject: RE: Contract-Millennium Engineering Group-Construction Materials Testing and Geo-Technical Services (on-call)-Pct 1

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, September 08, 2015 2:13 PM
To: Steve Crain
Cc: Evangelina Garcia
Subject: Fwd: Contract-Millennium Engineering Group-Construction Materials Testing and Geo-Technical Services (on-call)-Pct 1

Mr. Crain:
Please review and approve as to form so we can place on HCCC.
Thanks,
Marty S.

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, September 8, 2015 1:49:51 PM
Subject: Contract-Millennium Engineering Group-Construction Materials Testing and

AI-51347 **Purchasing Department** **22. F. 1.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute the final form of AIA Agreement with Sam Gracia Architects, (as approved for negotiation on CC 4/14/15) in connection with the"Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades," subject to legal final review.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-4XX-00-122-XXX-0-730

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

BUDGETARY IMPACT:

Attachments

AIA
ins
exh D
exb A
exb B

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/11/2015 05:35 PM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Rocio Villarreal		Started On: 09/11/2015 12:44 PM
Final Approval Date: 09/11/2015		

DRAFT

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «15th » day of «September» in the year «**2015**»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539
(956)289-7850

and the Architect:
(Name, legal status, address and other information)

Sam Garcia Architects
200 S. 10th Street
Suite 1602
McAllen, Texas 78501

for the following Project:
(Name, location and detailed description)

Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades
301 E. Hackberry Avenue
McAllen, Texas 78501

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (1701393010)

TABLE OF ARTICLES

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:
(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Initial information is set forth in the scope of work attached hereto as Exhibit D.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

«To be determined at a later date by mutual written agreement

.2 Substantial Completion date:

«To be determined at a later date by mutual written agreement

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes in the Work in accordance with Section 3.6.5 and 4.

§ 1.4 This is a non-exclusive Contract. Owner is not precluded from retaining the service of other architects for projects within Hidalgo County, Texas. The purpose of the Architect's services shall include, but not be limited to, projects involving remodeling, alterations and repairs.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 INTENTIONALLY DELETED.

~~The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.~~

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's Designated Representative is: Sam Garcia, AIA, Principal

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4.1 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluation of the Work.

§ 2.4.2 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner , unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect may disclose information specifically designated as confidential by Owner to the Architect's consultants only if the Architect has obtained the consultant's prior written agreement to maintain the confidentiality of such information.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the *requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall* reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

«$1,000,000 (See the attached Insurance Certificate)»

.2 Automobile Liability

«$1,000,000 (See the attached Insurance Certificate»

.3 Workers' Compensation

«$1,000,000 (See the attached Insurance Certificate»

.4 Professional Liability

«$2,000,00/$4,000,000 (See the attached Insurance Certificate »

§ 2.6 ADDITIONAL BASIC SERVICES PROVIDED BY ARCHITECT

§ 2.6.1 To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

§ 2.6.2 The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

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§ 2.6.3 The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as result of any failure or any person to comply with schedules or timelines.

§ 2.6.4 The Architect shall provide a detailed cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the Project cost in accordance with Owner's requirements and procedures.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 As set forth in section 2.4.1 above, the Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluations of the Work.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 In addition to the responsibilities and basic services indentified in Articles 2 and 3 respectively, the following services shall be the responsibility of the Architect without additional compensation:

§ 3.1.7.1 Schedule Development and Monitoring;
§ 3.1.7.2 Programming (in coordination with Owner);
§ 3.1.7.3 Civil Design;
§ 3.1.7.4 Landscape Design;
§ 3.1.7.5 On-Site Project Representation;
§ 3.1.7.6 Record Drawings (in coordination with Contractor)'
§ 3.1.7.7 Structural Design;
§ 3.1.7.8 MEP Design;
§ 3.1.7.9 Architect Interior Design (in coordination with Owner).

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§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review and comply with laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner approved by the Owner in writing regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project."

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 At the award of construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

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§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 If requested by the Owner participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner. and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by Owner. ~~and current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.~~

§ 3.6.1.2 The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and the Contractor of any observed deficiencies. Furthermore, job

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site meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work

§ 3.6.2.2 The Architect has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007 as modified by Owner and attached hereto as Exhibit "B ", the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.7 The Architect and the Owner and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate of Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, as defined in Section 9.1 of the AIA A201-2007 attached hereto as Exhibit "B" and incorporated herein for all purposes.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or

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in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article 11 and at no additional cost to the Owner.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the

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Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall be responsible for a complete reevaluation of the Project during the eleventh (11^{th}) month after Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§ 3.6.6.7 **Warranty Phase-** The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this paragraph 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Owner	Has been provided by Owner
§ 4.1.2	Multiple preliminary designs	Architect	4.2
§ 4.1.3	Measured drawings	Not Included	N/A
§ 4.1.4	Existing facilities surveys	Not Included	N/A
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Included	N/A
§ 4.1.6	Building information modeling	Not Included	N/A
§ 4.1.7	Civil engineering	Architect	4.2

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§ 4.1.8	Landscape design	Architect	4.2
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Included	N/A
§ 4.1.10	Value Analysis (B204™–2007)	Not Included	N/A
§ 4.1.11	Detailed cost estimating	Architect	4.2
§ 4.1.12	On-site project representation	Not Included	N/A
§ 4.1.13	Conformed construction documents	Not Included	N/A
§ 4.1.14	As-Designed Record drawings	Architect	4.2
§ 4.1.15	As-Constructed Record drawings	Architect	4.2
§ 4.1.16	Post occupancy evaluation	Not Included	N/A
§ 4.1.17	Facility Support Services (B210™–2007)	Not Included	N/A
§ 4.1.18	Tenant-related services	Not Included	N/A
§ 4.1.19	Coordination of Owner's consultants	Not Included	N/A
§ 4.1.20	Telecommunications/data design	Not Included	N/A
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Included	N/A
§ 4.1.22	Commissioning (B211™–2007)	Not Included	N/A
§ 4.1.23	Extensive environmentally responsible design	Not Included	N/A
§ 4.1.24	LEED® Certification (B214™–2007)	Not Included	N/A
§ 4.1.25	Fast-track design services	Not Included	N/A
§ 4.1.26	Historic Preservation (B205™–2007)	Not Included	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Included	N/A

Services shown in the chart as not included in additional services include services that are included in the Agreement as Basic Services

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Exhibit D

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service (as defined in Section 1.1.7 of the AIA A201-2007 as modified by Owner attached hereto as Exhibit "B" and incorporated herein for all purposes) necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 INTENTIONALLY DELETED.

~~.4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

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.6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.7 Preparation for, and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding, except: (1) where the Architect is a party thereto and (2) meetings of the Commissioners Court in which the subject Project is a topic or discussion such attendance being included herein as Basic Services.

.8 Consultation concerning replacement of Work resulting from fire or other cause during construction;

§ 4.3.2 INTENTIONALLY DELETED.

~~§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:~~

~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~

~~.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~

~~.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~

~~.4 Evaluating an extensive number of Claims as the Initial Decision Maker;~~

~~.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or~~

~~.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.~~

§ 4.3.3 INTENTIONALLY DELETED.

~~§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

~~.1 « » (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor~~

~~.2 « » (« ») visits to the site by the Architect over the duration of the Project during construction~~

~~.3 « » (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~

~~.4 « » (« ») inspections for any portion of the Work to determine final completion~~

§ 4.3.4 INTENTIONALLY DELETED.

~~§ 4.3.4 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

§ 5.10 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 INTENTIONALLY DELETED.

~~§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.~~

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner at no expense to Owner, in revising the Project to meet Owner's budget requirements.

§ 6.4 INTENTIONALLY DELETED.

~~§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at no additional fee to Owner make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications

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therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

§ 7.3.1 INTENTIONALLY DELETED.

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

§ 7.4 INTENTIONALLY DELETED.

~~§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 INTENTIONALLY DELETED.

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to in writing by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by mediation . A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters in questions between the parties.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 INTENTIONALLY DELETED.

~~§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~

~~*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*~~

~~[« »] Arbitration pursuant to Section 8.3 of this Agreement~~

~~[« »] Litigation in a court of competent jurisdiction~~

~~[« »] Other (Specify)~~

§ 8.3 INTENTIONALLY DELETED.

~~§ 8.3 ARBITRATION~~

§ 8.3.1 INTENTIONALLY DELETED.

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

§ 8.3.4 INTENTIONALLY DELETED.

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

§ 8.3.4.1 INTENTIONALLY DELETED.

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses

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incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 INTENTIONALLY DELETED.
~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS
§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by Owner.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 INTENTIONALLY DELETED.
~~§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.~~

§ 10.7 INTENTIONALLY DELETED.
~~§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include~~

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~~the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit of the Architect in the Owner's promotional materials for the Project.~~

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as required by law.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Six and a half percent (6.5%) of the total Estimated Construction Cost

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Exhibit D under Hourly Fee Schedule

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Exhibit D under Hourly Fee Schedule

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «**one point zero percent**» (**1.0%**), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase/Contract Admin.	Eighteen	percent (	18	%)
Project Close-Out/Warranty Phase	Two	percent (	2	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See Exhibit "D"»

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Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets with prior written approval from Owner;

.3 Fees paid for securing approval of authorities having jurisdiction over the Project excluding five (5) copies of all Instruments of Service to be furnished to Owner;

.4 Printing, reproductions, plots, standard form documents;

.5 Postage, handling and delivery of Instruments of Service;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;

.10 DELETED

~~.10 Site office expenses; and~~

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.9 INTENTIONALLY DELETED.

~~§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE~~

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~

« »

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of «zero» ($«0») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner. Amounts unpaid «thirty» («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

«0 %» «per month» or required legal rate prevailing from time to time

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a judicial proceeding~~.~~

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

«Not applicable »

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement between Owner and Architect
.2 AIA Document A201™–2007, General Conditions of the Contract for Construction modified by the Owner
.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A- Article 14 and 15, Additional Supplemental Conditions to the AIA Document B 101-207
Exhibit B- AIA Document A201-2007, General Conditions modified by the Owner as set forth on section 13.2.2
Exhibit C-Insurance Certificate
Exhibit D-Scope of Work and Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER	Sam Garcia Architects
COUNTY OF HIDALGO	
By:	**By:**
(Signature)	*(Signature)*
Ramon Garcia, County Judge	Sam Garcia, AIA, Principal
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM:	ATTEST:
Atlas , Hall & Rodriguez, LLP	
By:	**By:**
(Signature)	*(Signature)*
Stephen L. Crain	Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

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User Notes: (1701393010)

SAMGA-1 OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/14/2015

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 Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC	CONTACT NAME: Erika Alanis PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: ealanis@swkins.com
INSURED Sam Garcia Architect P. O. Box 716 McAllen, TX 78505	INSURER A : Ohio Security Insurance Co — NAIC # 24082 INSURER B : HARTFORD INSURANCE CO. — 29424 INSURER C : Allmerica Financial Benefit In — 10212 INSURER D : Lloyds of London INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BZS1655545182	07/01/2015	07/01/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			AWDA53778200	01/20/2015	01/20/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			65WBCAJ5422	11/27/2014	11/27/2015	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab			14LFSPL0155	04/18/2015	04/18/2016	EachClaim	1,000,000
							Aggregate	1,000,000

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

CERTIFICATE HOLDER

Hidalgo County
2812 S Highway Bus 281
Edinburg, TX

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

Cynthia Cabaza

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SAM GARCIA ARCHITECT

July 31, 2015

Mr. Armando Pompa
Director of Field Operations
Hidalgo County Precinct 2
4011 Veterans Blvd.
San Juan, TX 78589
Phone: (956) 787-1891 (o)
(956) 537-9448 (c)
armando.pompa@co.hidalgo.tx.us

RE: Professional Services Proposal for Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades (McAllen, TX)

Mr. Pompa:

I am happy to present this document to you. We have been in communication for the past couple of months regarding this project. As instructed, I am presenting a breakdown of the course of action for this project - phase by phase. My understanding of the overall scope of work is based on different conversations that I have had with you and County Commissioner Eddie Cantu. Please review the following list to make sure that I completely understand what this project is going to entail.

UNDERSTANDINGS AND ASSUMPTIONS:

- The project is located at 301 E. Hackberry Ave. in McAllen, TX
- Hidalgo County will survey, subdivide, and re-plat as needed
- Hidalgo County will provide the property survey that includes metes & bounds, setbacks, utilities, and right-of-ways.
- Proposal includes Architectural, Landscaping, Structural, and MEP Engineering services *
- Proposal excludes Civil Engineering, Demolition, and Abatement services
- Proposal excludes Soil Testing and Environmental Testing
- Palmer Pavilion shall be repurposed into the following:
    - Indoor Baseball training facility with batting cages and other drill areas
    - Indoor waiting/viewing areas
    - Restrooms & storage space for the Baseball training center
    - Dedicated indoor spaces for Senior Citizens, including recreation and meeting areas
    - Restrooms & storage space for the Senior Citizen area(s)
- Les Gilmore Kitchen scope of work includes:
    - Complete redesign of the entire kitchen
    - Include code compliant cooking spaces
    - Include sanitary food preparation areas
    - Include exterior seating/picnic area(s)
- Cost Assumptions:

Cost of Construction shall be:	$ 820,000
*A/E fees shall Stipulated Sum of:	$ 55,000
Contingency Earmark shall be:	$ 25,000
OVERALL PROJECT COST	$ 900,000

PHASE-BY-PHASE BREAKDOWN:

Schematic Design: Stipulated Sum Fee of $ 8,250

Rendered Site Plan
Floor Plans of Amenities
Area Tabulations
Preliminary Code Review
Elevation Concepts

Based on Owner provided property survey and project information, I will prepare a conceptual design package that I will present to Hidalgo County Precinct Two personnel. Based on Owner comments I will incorporate five (5) revisions as part of this phase. When overall concept is agreed upon, I will provide preliminary code analysis, area calculations, and cost estimate.

Design Development: Stipulated Sum Fee of $ 11,000

Based on the approved schematic design and review of meetings to be held with Hidalgo County Precinct Two personnel, I will prepare a design development CADD package to be used for preliminary pricing for the project. The package will include four detailed building sections, dimensioned building floor plan, site plan, preliminary Structural and MEP Drawings and an outline specification for the approved concept to follow any revisions or value engineering as per our meetings and discussions with the Owner. If design adjustments need to be made to meet the budget objectives, we will provide five (5) revisions to this package within basic services upon request by the Owner. We will also provide the Architectural Site Plan and progress Civil Engineering plans to the City of McAllen Planning and Engineering Departments for Site Plan approval. I will conduct a project design review meeting with the City of McAllen Inspections and Fire Department to assure code compliance and Fire Department access requirements.

Construction Documents: Stipulated Sum Fee of $ 24,750

Based on approved design development drawings, Sam Garcia Architect LLC will prepare construction documents for the project as required for the permitting and construction of the project. The construction documents will include the following:

➔ Architectural, Landscaping, Structural, and MEP Engineering plans and specifications for the purpose of final pricing, permitting, and construction of the project.

Sam Garcia Architect LLC will assist the Owner in obtaining proposals for Owner direct vendors or consultants if request on an additional hourly basis. Please note: No additional services will be provided without the prior written consent from Hidalgo County Precinct Two personnel.

Bidding & Negotiation + Construction Administration: Stipulated Sum Fee of $ 11,000
(Based on a 6 month construction schedule)

Sam Garcia Architect LLC will provide the following minimum construction phase services within the base contract agreement. Refer to Additional Services for optional construction phase services to be provided on an as requested hourly fee basis.

- Assist the Owner in the coordination of the Bid process.
- Prepare and post invitation to Bidders, addendums (if needed) and evaluation of Bids.
- Participate in Pre-bid Conference
- Participate in a pre-construction conference with the contractor and project team

- Participate in twenty-four (24) site visits during the construction of the project and prepare and follow up field reports with photographic documentation.
- Review specified shop drawings and submittals.
- Submit plans required for State accessibility plan review.
- Issue Architect's Supplemental Instructions as response to General Contractor's RFI's as needed.
- Review and approve contractor submitted pay applications and change orders.
- Prepare a final project punch list and provide five (5) follow-up inspection reviews.
- Issue a certificate of substantial completion.
- Mileage expenses throughout Hidalgo County are included as part of the basic fee services.

Additional Services: Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined:

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Revisions related to state accessibility review and inspection reports.
- Preparations of as-built record drawings.
- Furniture plans.
- Value Engineering and review of alternate materials submitted by the Contractor.
- Additional construction phase project meetings, field reports, and contractor correspondence.

Hourly Fee Schedule:

Architectural services listed as hourly or construction in addition to the basic services listed above will be completed per our standard hourly fee schedule below or separate proposal:

Principal	$145.00
Engineer and Associate	$105.00
Technical Assistant	$ 65.00
Clerical	$ 35.00

Agreement:

If the terms of this proposal and the attached General Terms and Conditions meet with your approval, please return a signed original of this agreement to serve as authorization to proceed with services. Thank you again for the opportunity to submit this proposal.

Submitted by:

Sam Garcia AIA
Principal
Sam Garcia Architect LLC

Accepted by:

Mr. Armando Pompa
Director of Field Operations
Hidalgo County, Precinct 2

5/4/15
Date

EXHIBIT A

ARTICLES 14 & 15

ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE AIA DOCUMENT B101 – 2007

HIDALGO COUNTY
ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE
AIA DOCUMENT B 101 – 2007

Standard Form of Agreement between Owner and Architect

ARTICLE 14

14.1 Requests for Payment. On or before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's governing body meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section **14.3**, below.

14.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of **14.1**.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information all materials and services over which Architect has control have been paid.

14.3 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 14 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

(1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

(2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

(3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has

made payment to Architect;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

14.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

14.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

14.6 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 appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents 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 Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for Payment.

14.7 In the event of a conflict between the provisions of this Article 14, and other provisions in the AIA B101 -2007 as modified, the provisions of Article 14 shall control.

ARTICLE 15 – OTHER CONDITIONS OR SERVICES

15.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with the Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and

ordinances then in effect. Architect represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

15.2 The Architect represents, covenants and agrees that all of the Services to be furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

15.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by the Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by the Owner; and, it recognizes that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

15.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and the construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect 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 Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

15.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Tex. Rev. Civ.

Stat. Ann., art. 249(a), as amended.

15.6 Indemnification. To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners Court, 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 performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

15.7 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 4.6 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 Owner or any of the Indemnitees has by law.

15.8 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

15.9 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

15.10 Intentionally deleted.

15.11 The final written estimate of construction cost will be reviewed and approved by the governing body of Owner prior to completion of Architect's services heerunder.

15.12 Architect agrees to maintain a General and Professional Liability Insurance Policy to cover the liability of Architect connected with the performance of the services or any service covered by this Agreement in an amount equal to or exceeding

the value of the Project, unless specifically agreed to by the Owner in a separate written agreement. Any such policy must either be for any occurrence as a result of that performance or, if limited to claims made, include at least a five (5) year extended reporting period. Architect agrees to furnish Owner Certificates of Insurance showing the said Policy to be fully paid, in full force and effect, and not subject to modification or change for the period specified in this Agreement.

15.13 Time Extensions for Unusually Severe Weather. Intentionally deleted.

15.14 In the event of a conflict between the provisions of this Article 15, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 15 shall control.

DRAFT

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General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
8,000 S.F. County Wide Service Shop, Pharr, Texas 78577
THE OWNER:
(Name, legal status and address)
County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539

THE ARCHITECT:
(Name, legal status and address)
The Warren Group Architects, Inc.
Laura N. Warren, AIA, Principal
1801 South 2nd Street
Ste. 330
McAllen, Texas 78503
PH: (956) 994-1900

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Section 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract Sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Sections 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attention prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications;
.6 Drawings, and in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

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§ 1.3 CAPITALIZATION
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 **DELETED**.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

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assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

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§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or Architect's consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to Sections 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Contractor's Warranty, Contractor shall promptly notify the Architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques,

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sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under Contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain benchmarks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

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§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subsection 1.1.3 shall alter the responsibilities established in this Subsection.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subsection 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subsection 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

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§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Section 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Section 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subsection 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that

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have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be

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permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 **DELETED**.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress

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for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subsection 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subsection 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general

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construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in Section 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of

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the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than

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those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner and of any of the above mentioned parties (the "Indemnified Parties") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, corporation or other entity (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself to the extent covered by Owner's all-risk builder's risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor

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under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner, and Owner shall have reasonably concluded that there may be legal defenses available to it or the other Indemnified Parties that are different from, or additional to, or inconsistent with, those available to Contractor, then Owner shall have the right to select separate counsel to participate in the defense of such action on its own and the other Indemnified Parties behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification section. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subsection 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

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ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the

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Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 **DELETED.**

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a

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portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Sections 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 **Liquidated Damages**: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Section 3.1.1 of the modified AIA Document A101 – 2007, Standard Form of Agreement Between Owner and Contractor, to which this AIA Document A201-2007, General Conditions of the Contract for Construction, is attached as Exhibit "C", per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his

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servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As provided in Section 4.5 of the modified AIA Document A101 – 2007, Standard Form of Agreement Between Owner and Contractor, to which this AIA Document A201-2007, General Conditions of the Contract for Construction, is attached as Exhibit "C", in the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet the obligations of the Owner under this Contract, then the Owner may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this 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.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an officer of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' 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, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to

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such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the Contract Time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Sections 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the

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Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

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§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	**Minimum Amounts and Limits**

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Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit

Commercial General Liability

Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (Section 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see Section 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see Section 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 **Umbrella Excess Liability Insurance**

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11.

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The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work,

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except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of

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insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner's representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

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§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subsection 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

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§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation or other entity for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner's personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

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§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents.

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subsections 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents**.**

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required

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adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subsection 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subsection 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subsection 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subsection 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of Claims shall state specifically the reason for the Claim, the date or dates of the cause or causes of the Claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make

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payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all Claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Contractor shall not be entitled to claims for additional time and/or increase in Contract Sum due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subsection 3.1.1 of the modified AIA document A101 – 2007, General Conditions of the Contract for Construction, to which this AIA Document A201-2007, General Conditions of the Contract for Construction, is attached as Exhibit "C", per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult, and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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AI-51348 **Purchasing Department** **22. F. 2.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute the final form of AIA Agreement with The Warren Group Architects, Inc., (as approved for negotiation on CC 4/14/15) in connection with the"Construction of a County Wide Service Shop," and subject to legal final review.

BACKGROUND

Fiscal Impact

Attachments

ins
Exh D
exb A
exb B
revised

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/11/2015 05:38 PM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Rocio Villarreal Started On: 09/11/2015 01:02 PM

Final Approval Date: 09/11/2015

Policy Number:

Date Entered: 3/9/2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/4/2015

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
RISKPRO Insurance Agency, LLC
901 Waterfall Way, Suite 407
Richardson, Texas 75080

CONTACT NAME:
PHONE (A/C, No, Ext): (972)235-3030 FAX (A/C, No): (972)235-3556
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	RLI Insurance Company	13056
INSURER B :	Hartford Accident and Indemnity Company	22357
INSURER C :	SENTINEL INSURANCE COMPANY, LIMITED	11000
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
The Warren Group Architects, Inc.

1801 South 2nd Street
Suite 330
McAllen, TX 78503

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	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			46 SBA RP0246	9/6/2015	9/6/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			46 SBA RP0246	9/6/2015	9/6/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		46 WBC AF3933	5/22/2015	5/22/2016	[X] PER 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
A	Design Professional Liability			RDP0019371	3/9/2015	3/9/2016	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage subject to all policy terms, conditions, exclusions and endorsements.

CERTIFICATE HOLDER

Hidalgo County Precinct 2
4011 Veterans Boulevard
San Juan, Texas 78589

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 WARREN GROUP ARCHITECTS, INC.
1801 South 2nd Street, Ste. 330 McAllen, TX 78503

May 18, 2015

Mr. Armando Pompa
Director of Field Operations
Hidalgo County Precinct 2
4011 Veterans Blvd.
San Juan, Texas 78589
Phone: 956. 787.1891 (o)
956. 537.9448 (c)
Armando.Pompa@co.hidalgo.tx.us

Re: Professional Services Proposal
8,000 S.F. County Wide Service Shop
Pharr, Texas 78577

Dear Mr. Pompa:

I enjoyed meeting you and your team and appreciate the tour of the Holt Caterpillar Facility. The Warren Group Team appreciates the opportunity in providing you with our services to provide you with Construction Documents for the 8,000 S.F. – Service Facility. This proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly.

UNDERSTANDINGS AND ASSUMPTIONS:

- This proposal is based on the comments on meeting held last Thursday, May 14, 2015.
- The location of the building is to be determined within the limits of Hidalgo County.
- The Approximate Site area is to be provided.
- The Service Shop Building area is 8,000 S.F. with two added 40' long canopies.
- The Building will be designed as a Pre-engineered Metal Building with Insulated Metal Building Panels and cross access configuration
- The Building structure will have a minimum clear height of 35' to the underside of Steel structure.
- The Shop area will be equipped with spot cooling, radiant heating and Industrial grade fans.
- The structure of the main bay of the Shop will be provided with a 3000 pound capacity crane.
- The building will be provided with compressed air loop and water lines to the service areas.
- The building will include administration office and a break room for staff.
- This proposal includes Topography, Utility Survey, Architectural, Landscaping, Structural, Mechanical, Electrical and Plumbing Engineering Services.
- This proposal excludes Civil Engineering services at this time. Once the location and size of the property is determined, we will happy to add this service to our proposal.
- Hidalgo County will survey, subdivide, and re-plat as needed and will provide TWG with a copy of the survey for this portion of the project to include meets and bounds, setbacks, utilities, and right of ways.
- This proposal includes a preliminary Opinion of Probable Cost for the project.
- The proposed Construction Budget is to be determined.
- Our team will provide as part of this base fee proposal up to two (2) plan revisions.
- Once the site and size of the property is determined, Hidalgo County is to provide us with a copy of a Meets and bounds and Utility Survey.
- This proposal excludes Soil Testing and Environmental Testing.
- This proposal excludes environmental testing.

TOPOGRAPHY AND UTILITY SURVEY: Stipulated Sum Fee of $2,500.

SCHEMATIC DESIGN: Stipulated Sum Fee of $3,450.

Rendered Site Plan
Floor Plans of Amenities
Area Tabulations
Preliminary Code Review
Elevation Concepts

Based on Owner provided property survey and project information, The Warren Group will prepare a Conceptual Floor Plan and Site Plan and will meet with the Hidalgo County, Field Operations Department to review the preliminary plan and based on Owner comments will incorporate one revision as part of this fee. Based on owner discussion and approved floor/site plan, The Warren Group will prepare a proposed concept front elevation for all the building structures, review for initial code and City Ordinance compliance and provide area tabulation for the various main portions of the building.

DESIGN DEVELOPMENT: Stipulated Sum Fee of $8,624.

Based on the approved schematic design and review of meetings to be held with The Hidalgo County, Field Operations Department, The Warren Group will prepare a design development CADD package to be used for preliminary pricing of the project. This package will include four detailed building elevations; two typical building sections, dimensioned building floor plan, site plan, preliminary Structural and MEP drawings and an outline specification for the approved concept to follow any revisions or value engineering as per our meetings and discussions with The Owner. If design adjustments need to be made to meet the budget objectives, we will provide one revision to this package within basic services upon request by the Owner. We will also provide the Architectural Site Plan and progress Civil Engineering plans to the City of Edinburg Planning and Engineering Departments for Site Plan approval. Our team will conduct a project design review meeting with the City of Edinburg Inspections and Fire Department to assure code compliance and Fire Department access requirements.

CONSTRUCTION DOCUMENTS: Stipulated Sum Fee of $17,248.

Based on approved design development drawings, The Warren Group will prepare construction documents for the project as required for the permitting and construction of the project. The construction documents will include the following:

- Architectural, Landscaping, Structural, Mechanical, Electrical and Plumbing Engineering plans and specifications for the purpose of final pricing, permitting and construction of the project.

- Structural Engineering documents will include slab-on-grade foundation, Anchoring plans, framing for the cranes and associated foundation and framing details based on owner provided geotechnical soils report of the building design development package. Structural design will include: the footing design for one monument sign, light poles and a dumpster enclosure.

The Warren Group will assist the Owner in obtaining proposals for Owner direct vendors or consultants if requested on an additional hourly fee basis. Please note: No additional services will be provided without the prior written consent from the Hidalgo County, Field Operations Department.

BASE CONSTRUCTION PHASE SERVICES: Stipulated Sum Fee of $8,624.
(Based on a 6 month construction schedule)

The Warren Group will provide the following minimum construction phase services within the base contract agreement. Refer to Additional Services for optional construction phase services to be provided on an as requested hourly fee basis:

- Assist the Owner in the coordination of the Bid process.
- Prepare and post invitation to Bidders, addendums (if needed) and evaluation of Bids.
- Participate in a Pre-bid Conference.
- Participate in a pre-construction conference with the contractor and project team.
- Participate in twelve (12) project construction meetings during the construction of the project and prepare follow up meeting notes.
- Conduct twelve (12) site visits during the construction of the project and prepare and follow up field reports with photographic documentation.
- Review specified shop drawings and submittals.
- Submit plans for required state accessibility plan review.
- Issue Architect's Supplemental Instructions as response to General's Contractor's RFI's as needed.
- Review and approve contractor submitted pay applications and change orders.
- Prepare a final project punch list and provide one (1) follow-up inspection review.
- Issue a certificate of substantial completion.
- Mileage expenses throughout the Rio Grande Valley are included as part of the basic fee services.

ADDITIONAL SERVICES: Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined:

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Revisions related to state accessibility review and inspection reports.
- Preparation of as-built record drawings.
- Furniture Plans.
- Value Engineering and review of alternate materials submitted by the Contractor.
- Additional construction phase project meetings, field reports and contractor correspondence.

HOURLY FEE SCHEDULE:

Architectural services listed as hourly or requested in addition to the basic services listed above will be completed per our standard hourly fee schedule below or by separate proposal:

Principal	$145.00
Engineer and Associate	$105.00
Intern Architect	$90.00
Technical Assistant	$65.00
Clerical	$35.00

REIMBURSABLE EXPENSES:

All reimbursable expenses associated with these services shall be invoiced as they are incurred at 1.10 times the actual cost. These expenses are in addition to the Architectural fees associated with the services performed. Such expenses may be travel expense, mileage (.505/mile), computer plotting, printing, photographs, reproduction work, photocopies, postage, delivery, long distance telephone calls, facsimile transmissions, parking, Engineering Consultants fees, etc.

In House Plot/Print Rates:
Computer Plots

Large scale prints - 30"x42" Black & white laser copies	$ 7.00/each
24" x 36" Black & white laser copies	$ 3.50/each
11"x17" Original color prints	$ 15.00/each
11"x17" Black & white prints	$ 3.00/each

EXHIBIT A

ARTICLES 14 & 15

ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE AIA DOCUMENT B101 – 2007

HIDALGO COUNTY
ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE
AIA DOCUMENT B 101 – 2007

Standard Form of Agreement between Owner and Architect

ARTICLE 14

14.1 Requests for Payment. On or before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's governing body meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section **14.3**, below.

14.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of **14.1**.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information all materials and services over which Architect has control have been paid.

14.3 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 14 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

(1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

(2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

(3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has

made payment to Architect;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

14.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

14.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

14.6 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 appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents 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 Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for Payment.

14.7 In the event of a conflict between the provisions of this Article 14, and other provisions in the AIA B101 -2007 as modified, the provisions of Article 14 shall control.

ARTICLE 15 – OTHER CONDITIONS OR SERVICES

15.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with the Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and

ordinances then in effect. Architect represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

15.2 The Architect represents, covenants and agrees that all of the Services to be furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

15.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by the Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by the Owner; and, it recognizes that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

15.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and the construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect 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 Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

15.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Tex. Rev. Civ.

Stat. Ann., art. 249(a), as amended.

15.6 Indemnification. To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners Court, 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 performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

15.7 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 4.6 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 Owner or any of the Indemnitees has by law.

15.8 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

15.9 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

15.10 Intentionally deleted.

15.11 The final written estimate of construction cost will be reviewed and approved by the governing body of Owner prior to completion of Architect's services heerunder.

15.12 Architect agrees to maintain a General and Professional Liability Insurance Policy to cover the liability of Architect connected with the performance of the services or any service covered by this Agreement in an amount equal to or exceeding

the value of the Project, unless specifically agreed to by the Owner in a separate written agreement. Any such policy must either be for any occurrence as a result of that performance or, if limited to claims made, include at least a five (5) year extended reporting period. Architect agrees to furnish Owner Certificates of Insurance showing the said Policy to be fully paid, in full force and effect, and not subject to modification or change for the period specified in this Agreement.

15.13 Time Extensions for Unusually Severe Weather. Intentionally deleted.

15.14 In the event of a conflict between the provisions of this Article 15, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 15 shall control.

DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
8,000 S.F. County Wide Service Shop, Pharr, Texas 78577
THE OWNER:
(Name, legal status and address)
County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539

THE ARCHITECT:
(Name, legal status and address)
The Warren Group Architects, Inc.
Laura N. Warren, AIA, Principal
1801 South 2nd Street
Ste. 330
McAllen, Texas 78503
PH: (956) 994-1900

TABLE OF ARTICLES

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User Notes: (1682601336)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Section 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract Sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Sections 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attention prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications;
.6 Drawings, and in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

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§ 1.3 CAPITALIZATION
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 **DELETED**.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

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assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

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§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or Architect's consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to Sections 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Contractor's Warranty, Contractor shall promptly notify the Architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques,

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sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under Contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain benchmarks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

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§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subsection 1.1.3 shall alter the responsibilities established in this Subsection.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subsection 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subsection 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

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§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Section 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Section 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subsection 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that

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have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be

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permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 **DELETED**.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress

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for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subsection 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subsection 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general

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construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in Section 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of

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the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than

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those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner and of any of the above mentioned parties (the "Indemnified Parties") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, corporation or other entity (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself to the extent covered by Owner's all-risk builder's risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor

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under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner, and Owner shall have reasonably concluded that there may be legal defenses available to it or the other Indemnified Parties that are different from, or additional to, or inconsistent with, those available to Contractor, then Owner shall have the right to select separate counsel to participate in the defense of such action on its own and the other Indemnified Parties behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification section. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subsection 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

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ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the

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Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 **DELETED.**

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a

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portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Sections 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 **Liquidated Damages**: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Section 3.1.1 of the modified AIA Document A101 – 2007, Standard Form of Agreement Between Owner and Contractor, to which this AIA Document A201-2007, General Conditions of the Contract for Construction, is attached as Exhibit "C", per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his

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servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As provided in Section 4.5 of the modified AIA Document A101 – 2007, Standard Form of Agreement Between Owner and Contractor, to which this AIA Document A201-2007, General Conditions of the Contract for Construction, is attached as Exhibit "C", in the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet the obligations of the Owner under this Contract, then the Owner may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this 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.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an officer of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' 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, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to

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such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the Contract Time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Sections 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the

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Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

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§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	**Minimum Amounts and Limits**

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Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit

Commercial General Liability

Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (Section 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see Section 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see Section 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 **Umbrella Excess Liability Insurance**

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11.

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The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work,

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except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of

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insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner's representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

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§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subsection 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

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§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation or other entity for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner's personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

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§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents.

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subsections 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents**.**

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required

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adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subsection 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subsection 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subsection 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subsection 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of Claims shall state specifically the reason for the Claim, the date or dates of the cause or causes of the Claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make

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payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all Claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Contractor shall not be entitled to claims for additional time and/or increase in Contract Sum due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subsection 3.1.1 of the modified AIA document A101 – 2007, General Conditions of the Contract for Construction, to which this AIA Document A201-2007, General Conditions of the Contract for Construction, is attached as Exhibit "C", per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult, and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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DRAFT

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «15th » day of «September» in the year «**2015**»
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539
(956)289-7850

and the Architect:
(Name, legal status, address and other information)

The Warren Group Architects, Inc.
1801 South 2nd Street, Ste. 330
McAllen, Texas 78503

for the following Project:
(Name, location and detailed description)

8,000 S.F. County Wide Service Shop in Pharr, Texas 78577

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:
(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Initial information is set forth in the scope of work attached hereto as Exhibit D.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

«To be determined at a later date by mutual written agreement

.2 Substantial Completion date:

«To be determined at a later date by mutual written agreement

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes in the Work in accordance with Section 3.6.5 and 4.

§ 1.4 This is a non-exclusive Contract. Owner is not precluded from retaining the service of other architects for projects within Hidalgo County, Texas. The purpose of the Architect's services shall include, but not be limited to, projects involving remodeling, alterations and repairs.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 INTENTIONALLY DELETED.

~~The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.~~

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's Designated Representative is: Laura N. Warren, AIA, Principal

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4.1 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluation of the Work.

§ 2.4.2 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner , unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect may disclose information specifically designated as confidential by Owner to the Architect's consultants only if the Architect has obtained the consultant's prior written agreement to maintain the confidentiality of such information.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the *requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall* reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

«$1,000,000 (See the attached Insurance Certificate)»

.2 Automobile Liability

«$1,000,000 (See the attached Insurance Certificate»

.3 Workers' Compensation

«$1,000,000 (See the attached Insurance Certificate»

.4 Professional Liability

«$2,000,00/$4,000,000 (See the attached Insurance Certificate »

§ 2.6 ADDITIONAL BASIC SERVICES PROVIDED BY ARCHITECT

§ 2.6.1 To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

§ 2.6.2 The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

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§ 2.6.3 The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as result of any failure or any person to comply with schedules or timelines.

§ 2.6.4 The Architect shall provide a detailed cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the Project cost in accordance with Owner's requirements and procedures.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 As set forth in section 2.4.1 above, the Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluations of the Work.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 In addition to the responsibilities and basic services indentified in Articles 2 and 3 respectively, the following services shall be the responsibility of the Architect without additional compensation:

§ 3.1.7.1 Schedule Development and Monitoring;
§ 3.1.7.2 Programming (in coordination with Owner);
§ 3.1.7.3 Civil Design;
§ 3.1.7.4 Landscape Design;
§ 3.1.7.5 On-Site Project Representation;
§ 3.1.7.6 Record Drawings (in coordination with Contractor)'
§ 3.1.7.7 Structural Design;
§ 3.1.7.8 MEP Design;
§ 3.1.7.9 Architect Interior Design (in coordination with Owner).

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§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review and comply with laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner approved by the Owner in writing regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project."

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 At the award of construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

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§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 If requested by the Owner participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner. and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by Owner. ~~and current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.~~

§ 3.6.1.2 The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and the Contractor of any observed deficiencies. Furthermore, job

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site meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work

§ 3.6.2.2 The Architect has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007 as modified by Owner and attached hereto as Exhibit "B ", the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.7 The Architect and the Owner and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate of Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, as defined in Section 9.1 of the AIA A201-2007 attached hereto as Exhibit "B" and incorporated herein for all purposes.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or

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in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article 11 and at no additional cost to the Owner.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the

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Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall be responsible for a complete reevaluation of the Project during the eleventh (11^{th}) month after Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§ 3.6.6.7 **Warranty Phase-** The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this paragraph 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Owner	Has been provided by Owner
§ 4.1.2	Multiple preliminary designs	Architect	4.2
§ 4.1.3	Measured drawings	Not Included	N/A
§ 4.1.4	Existing facilities surveys	Not Included	N/A
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Included	N/A
§ 4.1.6	Building information modeling	Not Included	N/A
§ 4.1.7	Civil engineering	Architect	4.2

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§ 4.1.8	Landscape design	Architect	4.2
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Included	N/A
§ 4.1.10	Value Analysis (B204™–2007)	Not Included	N/A
§ 4.1.11	Detailed cost estimating	Architect	4.2
§ 4.1.12	On-site project representation	Not Included	N/A
§ 4.1.13	Conformed construction documents	Not Included	N/A
§ 4.1.14	As-Designed Record drawings	Architect	4.2
§ 4.1.15	As-Constructed Record drawings	Architect	4.2
§ 4.1.16	Post occupancy evaluation	Not Included	N/A
§ 4.1.17	Facility Support Services (B210™–2007)	Not Included	N/A
§ 4.1.18	Tenant-related services	Not Included	N/A
§ 4.1.19	Coordination of Owner's consultants	Not Included	N/A
§ 4.1.20	Telecommunications/data design	Not Included	N/A
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Included	N/A
§ 4.1.22	Commissioning (B211™–2007)	Not Included	N/A
§ 4.1.23	Extensive environmentally responsible design	Not Included	N/A
§ 4.1.24	LEED® Certification (B214™–2007)	Not Included	N/A
§ 4.1.25	Fast-track design services	Not Included	N/A
§ 4.1.26	Historic Preservation (B205™–2007)	Not Included	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Included	N/A

Services shown in the chart as not included in additional services include services that are included in the Agreement as Basic Services

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Exhibit D

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service (as defined in Section 1.1.7 of the AIA A201-2007 as modified by Owner attached hereto as Exhibit "B" and incorporated herein for all purposes) necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 INTENTIONALLY DELETED.

~~.4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

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.6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.7 Preparation for, and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding, except: (1) where the Architect is a party thereto and (2) meetings of the Commissioners Court in which the subject Project is a topic or discussion such attendance being included herein as Basic Services.

.8 Consultation concerning replacement of Work resulting from fire or other cause during construction;

§ 4.3.2 INTENTIONALLY DELETED.

~~§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:~~

~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~

~~.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~

~~.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~

~~.4 Evaluating an extensive number of Claims as the Initial Decision Maker;~~

~~.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or~~

~~.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.~~

§ 4.3.3 INTENTIONALLY DELETED.

~~§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

~~.1 « » (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor~~

~~.2 « » (« ») visits to the site by the Architect over the duration of the Project during construction~~

~~.3 « » (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~

~~.4 « » (« ») inspections for any portion of the Work to determine final completion~~

§ 4.3.4 INTENTIONALLY DELETED.

~~§ 4.3.4 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

§ 5.10 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 INTENTIONALLY DELETED.

~~§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.~~

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner at no expense to Owner, in revising the Project to meet Owner's budget requirements.

§ 6.4 INTENTIONALLY DELETED.

~~§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at no additional fee to Owner make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications

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therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

§ 7.3.1 INTENTIONALLY DELETED.

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

§ 7.4 INTENTIONALLY DELETED.

~~§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 INTENTIONALLY DELETED.

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to in writing by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by mediation . A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters in questions between the parties.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 INTENTIONALLY DELETED.

~~§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~

~~*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*~~

~~[« »] Arbitration pursuant to Section 8.3 of this Agreement~~

~~[« »] Litigation in a court of competent jurisdiction~~

~~[« »] Other (Specify)~~

§ 8.3 INTENTIONALLY DELETED.

~~§ 8.3 ARBITRATION~~

§ 8.3.1 INTENTIONALLY DELETED.

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

§ 8.3.4 INTENTIONALLY DELETED.

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

§ 8.3.4.1 INTENTIONALLY DELETED.

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses

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incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 INTENTIONALLY DELETED.
~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS
§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by Owner.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 INTENTIONALLY DELETED.
~~§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.~~

§ 10.7 INTENTIONALLY DELETED.
~~§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include~~

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~~the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit of the Architect in the Owner's promotional materials for the Project.~~

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as required by law.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Schematic Design Fee of $3,450; Design Development Fee of $8,624; Construction Documents Fee of $17,248; Construction Phase Services Fee: $8,624 in a total amount of Thirty-Seven Thousand Nine Hundred Forty-Six Dollars ($37,946.00).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Exhibit D under Hourly Fee Schedule

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Exhibit D under Hourly Fee Schedule

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «**one point zero percent**» (**1.0%**), or as otherwise stated below:

§ 11.5Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase/Contract Admin.	Eighteen	percent (	18	%)
Project Close-Out/Warranty Phase	Two	percent (	2	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«See Exhibit "D"»

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Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets with prior written approval from Owner;

.3 Fees paid for securing approval of authorities having jurisdiction over the Project excluding five (5) copies of all Instruments of Service to be furnished to Owner;

.4 Printing, reproductions, plots, standard form documents;

.5 Postage, handling and delivery of Instruments of Service;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;

.10 DELETED

~~.10 Site office expenses; and~~

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.9 INTENTIONALLY DELETED.

~~§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE~~

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~

« »

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of «zero» ($«0») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner. Amounts unpaid «thirty» («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

«0 %» «per month» or required legal rate prevailing from time to time

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a judicial proceeding~~.~~

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

«Not applicable »

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement between Owner and Architect

.2 AIA Document A201™–2007, General Conditions of the Contract for Constructionmodified by the Owner

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A- Article 14 and 15, Additional Supplemental Conditions to the AIA Document B 101-207
Exhibit B- AIA Document A201-2007, General Conditions modified by the Owner as set forth on section 13.2.2
Exhibit C-Insurance Certificate
Exhibit D-Scope of Work and Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER	THE WARREN GROUP ARCHITECTS, INC.
COUNTY OF HIDALGO	
By:	**By:**
(Signature)	*(Signature)*
Ramon Garcia, County Judge	Laura N. Warren, AIA, Principal
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM:	ATTEST:
Atlas , Hall & Rodriguez, LLP	
By:	**By:**
(Signature)	*(Signature)*
Stephen L. Crain	Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

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AI-51288 **Purchasing Department** **22. F. 3.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Supplemental Agreement No. 7 with R. Gutierrez Engineering Corporation, Contract C-07-358-09-04 resulting in an estimated cost increase of $30,873.00 for services under Work Authorization No. 12 for the Pct 2 South Fork Drainage Project.

BACKGROUND

PO increase will be submitted upon approval of this agenda

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-040-0-723

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

BUDGETARY IMPACT:

Funds pending approval of AI#51342 CC 9/15/2015.

PO #613776 for R. Gutierrez Engineering Corp. will be increased by user department (Pct. 2) after CC approval of agenda item.

Attachments

Supplemental Agreement No. 7

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/11/2015 02:30 PM
Budget & Management	Debbie Tamez	09/11/2015 03:16 PM
Glinda Pacheco	Glinda Pacheco	09/11/2015 04:43 PM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Erika Zamora		Started On: 09/09/2015 11:31 AM
Final Approval Date: 09/11/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 7
TO WORK AUTHORIZATION NO. 12
Contract No. C-07-358-09-04

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 9th day of September 2008, to provide engineering and surveying services for the preliminary engineering, final design, and construction phase services for the improvement of an existing Hidalgo County Irrigation No. 2 drain ditch. Hidalgo County Drainage District No. 1 will take over the responsibility for the drain ditch and requires the ditch be upgraded, and it has now become necessary to revise the scope of work to include additional services;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 1 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 12th day of May 2009, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 2 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 26th day of May 2009, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 3 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 26th day of February, 2013, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 4 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 16th day of December, 2014, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 5 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 21st day of July, 2015, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 6 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 18th day of August, 2015, and it has now become necessary to revise the fee estimate;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 12 as follows:

1. **Exhibit D – Fee Estimate,** the estimated cost for services under this Work Authorization is revised and is included as **Exhibit D – Fee Estimate** included in this Supplemental Agreement. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

2. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement No. 7 to Work Authorization No. 12, for Professional Engineering Services to be executed as of the ____ day of _____ 2015.

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization No. 12

EXHIBIT D
Fee Estimate

TASK	PART I - CONTRACT AMOUNT
Basis for Engineering Fee based on Article 5A of Contract	
Project Estimated Construction Cost	$3,998,466
Engineering Services Fee (8% of Construction Cost)	$319,877
Topographic Survey Services Fee (2.5% of Construction Cost)	$99,962
Basic Fee (Prelim Eng, Design & Construction Services Fee)	**$419,839**
PART I - DATA COLLECTION & PRELIMINARY ENGINEERING AND DESIGN (50% of Basic Fee)	**$209,919**
DATA COLLECTION (40% of Prelim Eng Fee)	$83,968
SCHEMATIC DESIGN (60% of Prelim Eng Fee)	$125,952
SUB-TOTAL (Prelim Eng Fee)	**$209,919**
PART II - RIGHT-OF-WAY MAP (Add'l Services)	**$97,000**
OBTAIN TITLE REPORTS (Est 26 Parcels) (@ $600.00/Parcel) ***	$15,600
DEVELOP PARCELS & R.O.W. MAP (Est 37 Parcels) (@ $2,200.00/Parcel) ***	$81,400
SUB-TOTAL (R.O.W. Map Fee)	**$97,000**
PART III - FINAL DESIGN (30% of Basic Fee)	**$125,952**
30% Plans Submittal (30% of PS&E Fee)	$37,786
60% Plans Submittal (30% of PS&E Fee)	$37,786
90% Plans Submittal (30% of PS&E Fee)	$37,786
100% Plans Submittal (10% of PS&E Fee)	$12,595
SUB-TOTAL (PS&E Fee)	**$125,952**
PART IV - CONSTRUCTION SERVICES (20% of Basic Fee)	**$83,968**
Construction Services	$83,968
SUB-TOTAL (Construction Services Fee)	**$83,968**
PART V - SPECIAL SERVICES (Add'l Services)	**$980**
Printing (Est. 20 Sets @ 100 Sheets/Set @ 0.20/Sheet)	$400
Mileage (Est. 50 Trips @ 20 Miles/Trip @ 0.58/Mile)	$580
SUB-TOTAL (Special Services Fee)	**$980**
PART VI - SPECIAL SERVICES (Full-Time Inspection)	**$117,480**
Full Time Inspector (Est. 30 weeks @40 hrs = 1200 hours @ $95.00/hr) ***	$114,000
Mileage (Est. 300 Trips @ 20 Miles/Trip @ 0.58/Mile) ***	$3,480
SUB-TOTAL (Full-time Inspection Fee)	**$117,480**
TOTAL	**$635,299**

*** Note: Title Reports and Parcels will be billed for the actual amount of Title Reports ordered and Parcels prepared at the rates shown.

Full-time inspection will be billed for the actual amount of time of inspection and actual number of trips to the project.

R. Gutierrez Engineering Corporation – Engineering Firm #486
Surveying Firm #10165000

September 2, 2015

Eduardo "Eddie" Cantu
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Supplemental Agreement No. 7 – Southfork Drainage Lateral
Project No. ENG07.032L

Dear Commissioner Cantu:

We are continuing to provide the full time inspection services as required by the International Boundary & Water Commission (IBWC) for the construction of the additional gated structures at the South Floodwater Channel's outfall into the IBWC floodway. The remaining construction should be completed within the next two months. We currently only have enough funds to cover inspection services for another 2 weeks through September 19th.

Additional funds are needed to allow us to continue our inspection services uninterrupted through construction completion. I am submitting a proposed Supplemental Agreement No. 7 which adds another 6 weeks to the fee estimate for **Part VI – Special Services (Full Time Inspection)**. Keep in mind that these inspection services will be billed for the actual amount of time of inspection and actual number of trips to the project. Therefore, the quicker the contractor finishes the construction, the lower the inspection fee will be.

The fee estimate is also being updated to match the cost of construction to date of $3,998,466.44 according to the contractor's request for payment no. 16 (enclosed).

Enclosed are two original signature copies of the proposed Supplemental Agreement No. 7 to Work Authorization No. 12 of the 2007 Road & Bridge Contract. If this supplemental agreement meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

130 E. Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgec.net

HIDALGO COUNTY

URBAN COUNTY PROGRAM

PROJECT - REQUEST FOR PAYMENT

City/Precinct: Hidalgo County Pct #2
Project Name: South Fork Drainage Lateral
Contractor: FJW Construction
Address: 1100 E. Jasmine, Suite 102
City/State & Zip: McAllen, TX 78501

Account Number: 6504-61-0309-5200-61000-USP-PS
GLO no. 12-406-000-6453/DRS210068

Date: 08.06.15

Request for Payment No: 16

Original Contract Amount	$ 3,688,306.84
Net Changes by Change Orders	$ 310,159.60
Total Contract Amount to Date	$ 3,998,466.44

Estimated % Project Completion to Date: 81.83 %

Total Completed to Date	$ 3,150,825.68
Add: Materials on Hand (verified by Engineer)	$ 121,139.20
Total Contract Earned	$ 3,271,964.88
Less: Retainage 10%	$ 327,196.49
Net Contract Earned	$ 2,944,768.39
Less: Previous Request for Payments	$ 2,763,331.39
Total Amount Due This Request	$ 181,437.00

Please accept the **ATTACHED** contractor's invoice as supporting documentation for this request for payment.

The project (is), (is not) on schedule as per contract time allowed.

Bobby Whatley — 8.8.15 — Bobby Whatley

Prepared by (Contractor) — Date — Print Name

8-18-15 — RAMIRO GUTIERREZ, PE

Approved by (Engineer) — Date — Print Name

AI-51309 **Purchasing Department** **22. F. 4.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Pct No.2 Eldora Road (Jackson-I Rd) Project.

Evaluation	L&G Engineering	B2Z Engineering	South Texas Infrastructure Group, LLC
Score	97	96	93
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for professional architect services for Pct No.2 Eldora Road (Jackson-I Rd) Project

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-334

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

BUDGETARY IMPACT:

Funds available as of 9/11/15.

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	09/10/2015 04:23 PM
Budget & Management	Veronica Ortiz	09/10/2015 04:33 PM
Glinda Pacheco	Glinda Pacheco	09/11/2015 09:53 AM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Nielda Cavazos Started On: 09/10/2015 02:55 PM
Final Approval Date: 09/11/2015

HIDALGO COUNTY PRECINCT NO 2

FOR

Engineering Services

"Eldora Rd (Jackson- I Rd) Project"

Scoring & Evaluation GRID

Engineering Services

Evaluator	L&G Engineering	B2Z Engineering	South Texas Infrastructure Group, LLC
Score	97	96	93
RANKING			

*Scoring & Evaluation was completed by Pct No 2 *

AI-51368 **Purchasing Department** **22. G. 1.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of a professional engineering services contract/agreement for the provision of general engineering services for, **"Road & Bridge Projects, Drainage Improvements Projects and All Other Related Projects"** for **Precinct No. 3**," with **Javier Hinojosa Engineering,** commencing**, September 15, 2015.**

BACKGROUND

Professional Services Agreement-Javier Hinojosa Engineers -Pct3

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-123-005-0-334

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

BUDGETARY IMPACT:

Attachments

Contract #C-15-225-09-15-Javier Hinojosa Eng-Pct 3

legal

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/11/2015 05:30 PM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Letty Saenz		Started On: 09/11/2015 05:00 PM
Final Approval Date: 09/11/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-15-225-09-15

THIS AGREEMENT is made effective the **15TH** day of **September, 2015** by and between **HIDALGO COUNTY, TEXAS,** ("County") and **Javier Hinojosa Engineering** of McAllen, a Texas Corporation ("Engineer").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing **"Road and Bridge, Drainage Improvements** and **All Other Related Projects in General" (on an as needed basis)** for projects located within **Hidalgo County Precinct No. 3** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services;

WHEREAS, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

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

1. Scope of Services. The County will provide to Engineer the services described in Exhibit "A" attached hereto and entitled "Services to be performed by County." Engineer agrees

to provide to County with the work described in Exhibit “B”, “Services to be performed by the Engineer”.

2. Term. This Agreement is for a period of **one (1) year**, effective **September 15, 2015,** and will expire **September 14, 2016** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each “Work Authorization”.

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of

their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the 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 Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County 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:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the 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

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

12. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

13. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies

Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The 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 tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

17. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

18. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

20. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

23. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in

writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

If to Engineer: Javier Hinojosa Engineering
Attention: Javier Hinojosa, Engineer
416 E. Dove Avenue
McAllen, Texas 78504

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

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

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

26. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

27. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and

this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

28. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

29. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

30. 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.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

ENGINEER: JAVIER HINOJOSA ENGINEERING

By: _____

Printed Name Javier Hinojosa

Title: PE

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: _____ , 2015.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

January 20, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-006-02-04-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2015-006-02-04-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	1
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2015-006-02-04-YZV

Acceptance Due Date: **February 04, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL**", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ No.: 2015 -006-02-04-YZV- "HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **PROFESSIONAL ENGINEERING SERVICES POOL"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 04, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**FEBRUARY 04, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY HOLIDAYS

2015 YEAR	
New Year's Day	01/01/2015
Martin Luther King Day	01/19/2015
President's Day	02/16/2015
Good Friday	04/03/2015
Memorial Day	05/25/2015
Independence Day	07/04/2015
Labor Day	09/07/2015
Columbus Day	10/12/2015
Veteran's Day	11/11/2015
Thanksgiving Day	11/26/2015-11/27/2015
Christmas Day	12/24/2015-12/25/2015
New Year's Eve	12/31/2015

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and~~

~~acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or

State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like

services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **March 16, 2015 and ending March 15, 2016**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 04, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E)

certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, January 26, 2015** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, January 28, 2015 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages and should include the following;

1) Area firm specializes in
2) Minimum years of experience
3) Project(s)

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.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment

- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION PROCEDURES/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY (20)**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   * Response is Clear;
   * Response is Well Organized;
   * Easy to Evaluate;
   * Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 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	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Firm/Participant's Name:_____

Evaluator: _____ Department: _____

Project Name:_____ Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2015-006-02-04-YZV

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ 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	$
					DUCTS – 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 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

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____ **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.** _____
State of Incorporation: _____ **Date:**_____ **Other:** _____
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** • Less than 125,000 annual gross receipt • Less than 250,000 annual gross receipt • Less than 499,000 annual gross receipt • More than 500,000 annual gross receipt • Black American • Hispanic American • Asian Pacific American • Native American • Women • Other **Have you been certified as a HUB or an MBE/WBE source?:** • Yes • No **Indicate Certification No.(s):** _____ **or are Certificate(s) attached?:** • Yes • No
What type of product(s) is/are solicited by your company?: _____ **Would you like to be provided with specifications for procurements of such products?:** • Yes • No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____ **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2015-006-02-04-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 8 of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **EXHIBIT "C"** attached to this Agreement.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

EXHIBIT B

-Scope of Services to be provided by the Engineer

EXHIBIT "B"

Services to be provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The ENGINEER will evaluate and design the Paving and Drainage Improvements as follows:

- Review existing conditions to develop the design criteria;
- Conduct field surveys to obtain information on existing conditions and topography on proposed roadways;
- Identify alignments and right of ways of proposed roadways;
- Develop typical cross sections for proposed roadway and drainage improvements;
- Prepare plans and specifications for the improvements;
- Assist in bidding of the improvements;
- Provide construction staking and periodic inspection services during the construction phase of the improvements.

EXHIBIT C

-Engineer Contract Rates

EXHIBIT "C"
Work Schedule

For this Agreement, the **Engineer** shall prepare a work schedule for the work identified in EXHIBIT "B" in accordance with each Work Authorization in compliance with the following:

- Review existing conditions
- Conduct field surveys to obtain information for preparation of final design plans.
- Prepare plans and specifications for each project
- Assist owner with bidding of each project if required.
- Provide periodic inspections during construction.

The **Engineer** will diligently pursue the completion of each authorization as defined by the milestones and deliverable due dates outlined in the approved work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-15-225-09-15

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide_____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.4, Commissioner, Joe Flores, as to content and detail of this **Work Authorization No. ___.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 3:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201__.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, PE

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**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, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

Policy Number:

Date Entered: 09/01/2015

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2015

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 Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572	CONTACT NAME: PHONE (A/C, No, Ext): (956) 581-9838 FAX (A/C, No): (956) 519-1524 E-MAIL ADDRESS: davisinsuranceagency@yahoo.com
INSURED JAVIER HINOJOSA ENGINEERING 416 E DOVE MCALLEN, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: MID-CENTURY INSURANCE COMPANY INSURER B: FARMERS INSURANCE EXCHANGE INSURER C: FARMERS INSURANCE EXCHANGE INSURER D: Arognaut Insurance Company INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	605021032	6/28/2015	6/28/2016	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 $ 100,000 $ 5,000 $ EXCL $ 1,000,000 $ EXCL
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] HIRED AUTOS [X] SCHEDULED AUTOS [X] NON-OWNED AUTOS	X	X	069398805	3/29/2015	03/29/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	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	X	N0707-71-94	12/1/2014	12/1/2015	[X] PER 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
D	PROFESSIONAL LIABILITY			IAE12530-0	12/4/2014	12/4/2015	PER CLAIM	$1,000,000

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE W. Carl Davis

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TEXAS BUSINESS AUTO RENEWAL CERTIFICATE

FARMERS INSURANCE EXCHANGE
MEMBERS OF FARMERS INSURANCE GROUP OF COMPANIES
HOME OFFICE: 4680 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010
SERVICE CENTER: 15700 LONG VISTA DRIVE, AUSTIN, TEXAS 78728

Valuable - Attach this Certificate to your policy

ITEM ONE

NAMED INSURED . HINOJOSA, JAVIER

MAILING ADDRESS . 416 E DOVE AVE

. MCALLEN TX 78504-2240

Account Number

19-42-303 Agent

06939-88-05 Policy Number

Form of Business: [X] Individual [ ] Partnership [ ] Corporation [ ] Other

RENEWS NO:

Policy Period from 03/29/15 to 03/29/16 12:01 AM Standard Time at your mailing address shown above.

In consideration of the payment of the premium stated, this policy is renewed from the inception date to the expiration date stated. Insurance is provided only with respect to coverage for which an auto symbol, limits of insurance and premium charge is stated, subject to all of the terms of this policy, including any attached forms and endorsements.

ITEM TWO
SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS (LIMITS SHOWN IN THOUSANDS)	PREMIUM
LIABILITY Bodily Injury Property Damage Combined Liability	7 8 9	$ each person/$ each accident $ each accident $ 1000 each accident	2,398.00
PERSONAL INJURY PROTECTION	SEE END.	$ SEE SCHEDULE	
AUTO MEDICAL PAYMENTS		$	
UNINSURED/UNDERINSURED MOTORISTS Bodily Injury Property Damage Combined Liability	SEE END.	$ each person/$ each accident $ each accident $ 1000 each accident	397.00
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	STATED AMOUNT $ Actual Cash Value or Cost of Repair, whichever is less minus $ SEE SCHEDULE Ded. for Each Covered **Auto**. But no Deductible Applies to Loss Caused by Fire or Lightning. See Item Four for hired or borrowed **autos**.	1,068.00
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		STATED AMOUNT $ Actual Cash Value or Cost of Repair, whichever is Less Minus $25 Ded. for Each Covered **Auto** for **loss** Caused by Mischief or Vandalism. See Item Four for hired or borrowed **Autos**.	
PHYSICAL DAMAGE COLLISION COVERAGE	7	STATED AMOUNT $ Actual Cash Value or Cost of Repair whichever is less minus $ SEE SCHEDULE Ded. for Each Covered **Auto**. See item four for hired or borrowed **Autos**.	1,297.00
PHYSICAL DAMAGE TOWING AND LABOR	7	$ SEE SCHEDULE for each disablement of a covered auto.	
		PREMIUM FOR ENDORSEMENTS	182.00
		ESTIMATED TOTAL PREMIUM	5,342.00

Premium Shown is payable $ _____ at inception.

FARMERS INSURANCE

TEXAS BUSINESS AUTO RENEWAL CERTIFICATE (CONTINUED)

ENDORSEMENTS ATTACHED TO THIS POLICY: IL 00 21-Broad Form Nuclear Exclusion

CA00010310 CA01960312 CA02430301 CA21090513 CA23840106 CA23940306 CA99230310
CA99880306 E2015-ED2 IL00171198 J6738-ED1 S1929-ED2 S1966-ED1 25-3065
56-5223ED5

COUNTERSIGNED _____ By _____
(Date) (Authorized Representative)

ITEM THREE
SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION: Year, Model, Trade Name, Body Type, Serial Number (S) Vehicle Identification Number (VIN)	PURCHASED: Original Cost New	PURCHASED: Actual Cost & New (N) USED (U)	TERRITORY: Town & State where Covered Auto will be principally garaged
8	12 FORD F150 1FTFW1EF0CFD06015	34660		MCALLEN TX 208
9	15 FORD F-150 1FTEW1EG0FFA09982	49000		MCALLEN TX 208

Covered Auto No.	CLASSIFICATION: Radius of Operation	Business use s - service r - retail c - commercial	Size GVW, GCW or Veh. Seating Capacity	Age Group	Primary Rating Factor: Liab.	Primary Rating Factor: Phy. Dam.	Secondary Rating Factor	Code	Except for towing, all physical damages loss is payable to you and the loss payee named below as interest may appear at the time of the loss.
8	50		10000	4					
9	50		10000	1					

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding **ITEM TWO** column applies instead)

Covered Auto No.	LIABILITY: *Limit	LIABILITY: Premium	PERSONAL INJURY PROTECTION: Limit	PERSONAL INJURY PROTECTION: Premium	AUTO MED PAY: *Limit	AUTO MED PAY: Premium
8	1000	1,147.00	5000			
9	1000	1,147.00	5000			
Total Premium		2,294.00				

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding **ITEM TWO** column applies instead)

Covered Auto No.	UNINSURED/UNDERINSURED MOTORISTS: *Limit	UNINSURED/UNDERINSURED MOTORISTS: Premium	COMPREHENSIVE: Limit stated in **ITEM TWO** minus ded. shown below	COMPREHENSIVE: Premium
8	1000	199.00	250	348.00
9	1000	198.00	250	720.00
Total Premium		397.00		1,068.00

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding **ITEM TWO** column applies instead)

Covered Auto No.	SPECIFIED CAUSES OF LOSS: Limit stated in **ITEM TWO**	SPECIFIED CAUSES OF LOSS: **Premium**	COLLISION: Limit stated in **ITEM TWO** minus ded. shown below	COLLISION: **Premium**	TOWING AND LABOR: Limit Per Disablement	TOWING AND LABOR: Premium
8			500	453.00		
9			500	844.00		
Total Premium				1,297.00		

*(LIMITS SHOWN IN THOUSANDS)

06939-88-05
POLICY NUMBER

TEXAS BUSINESS AUTO RENEWAL CERTIFICATE (CONTINUED)
ITEM FOUR
SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS
LIABILITY COVERAGE RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH $100 COST OF HIRE	FACTOR (If Liab. Cov. is Primary)	PREMIUM
TX				59.00
			TOTAL PREMIUM	59.00

Cost of hire means the total amount you incur for the hire of **autos** you don't own (not including **autos** you borrow or rent from your employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	RATE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE, COST OF REPAIRS OR $ WHICHEVER IS LESS MINUS $ DED. FOR EACH COVERED **AUTO**. BUT NO DEDUCTIBLE APPLIES TO **LOSS** CAUSED BY FIRE OR LIGHTNING.		
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE, COST OF REPAIRS OR $ WHICHEVER IS LESS MINUS $25 DED. FOR EACH COVERED **AUTO** FOR **LOSS** CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	ACTUAL CASH VALUE, COST OF REPAIRS OR $ WHICHEVER IS LESS MINUS $ DED. FOR EACH COVERED **AUTO**		
		TOTAL PREMIUM	

PHYSICAL DAMAGE COVERAGE for covered **autos** you hire or borrow is excess unless indicated below by "[X]"

☐ If this box is checked, PHYSICAL DAMAGE COVERAGE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered **auto** you hire or borrow is deemed to be a covered auto you own.

ITEM FIVE
SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees	4	$ 45.00
	Number of Partners		$
Social Service Agency	Number of Employees		$
	Number of Volunteers		$

ITEM SIX
SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS - LIABILITY COVERAGE - PUBLIC AUTO OR LEASING RENTAL CONCERNS

Estimated Yearly ☐ Gross Receipts ☐ Mileage	RATES ☐ Per $100 of Gross Receipts ☐ Per Mile			PREMIUMS		
	LIABILITY	AUTO MEDICAL	P.I.P.	LIABILITY COVERAGE	AUTO MEDICAL	P.I.P.
		TOTAL PREMIUMS				
		MINIMUM PREMIUMS				

TEXAS BUSINESS AUTO RENEWAL CERTIFICATE (CONTINUED)

When used as a premium basis:

FOR PUBLIC AUTOS

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

A. Amounts you pay to railroads, steam shiplines, airlines and other motor carriers operating under their own ICC or PUC permits.

B. Advertising Revenue.

C. Taxes which you collect as a separate item and remit directly to a governmental division.

D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross Receipts means the total amount to which you are entitled for the leasing or rental of **autos** during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the **autos** you leased or rented to others during the policy period.

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve-C-15-225-09-15-On call-Prof Eng Svcs Agreement-Javier Hinojosa Eng-Pct 3

From : Steve Crain <scrain@atlashall.com> Mon, Sep 14, 2015 09:55 AM

Subject : RE: Review & Approve-C-15-225-09-15-On call-Prof Eng Svcs Agreement-Javier Hinojosa Eng-Pct 3 2 attachments

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Looks good.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, September 14, 2015 9:26 AM
To: Stephen L. Crain
Cc: Marynel Trevino; Rocio Villarreal
Subject: Re: Review & Approve-C-15-225-09-15-On call-Prof Eng Svcs Agreement-Javier Hinojosa Eng-Pct 3

Good morning, Mr. Crain-

Please review and approve as to form with "revisions" as advised.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

From: "Marynel Trevino" <mntrevino@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Monday, September 14, 2015 9:02:32 AM
Subject: FW: Review & Approve-C-15-225-09-15-On call-Prof Eng Svcs Agreement-Javier Hinojosa Eng-Pct 3

Good morning Leti:

Hope your weekend was a blessing! See the attached pdf doc with proposed changes. 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

Atlas Hall Rodriguez

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From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, September 11, 2015 4:59 PM
To: Stephen L. Crain
Cc: Marynel Trevino; Martha Salazar; Rocio Villarreal
Subject: Review & Approve-C-15-225-09-15-On call-Prof Eng Svcs Agreement-Javier Hinojosa Eng-Pct 3

Mr. Crain-

Please review and approve as to form (attached hereto) "On Call" Professional Services Agreement with Javier Hinojosa Engineering for Pct 3.

* Note: will be placing on the next CC agenda for final approval.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
***P**(956) 318-2626 **F**(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

😀...DON'T WORRY...BE HAPPY...😀

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-15-225-09-15

THIS AGREEMENT is made effective the **15TH** day of **September, 2015** by and between **HIDALGO COUNTY, TEXAS,** ("County") and **Javier Hinojosa Engineering** of McAllen, a Texas Corporation ("Engineer").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing **"Road and Bridge, Drainage Improvements** and **All Other Related Projects in General"** for projects located within **Hidalgo County Precinct No. 3** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company **(on an as needed basis)** is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services;

WHEREAS, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 3**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

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

1. Scope of Services. The County will provide to Engineer the services described in Exhibit "A" attached hereto and entitled "Services to be performed by County." Engineer agrees

to provide to County with the work described in Exhibit “B”, “Services to be performed by the Engineer”.

2. Term. This Agreement is for a period of **one (1) year**, effective **September 15, 2015,** and will expire **September 14, 2016** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each “Work Authorization”.

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of

their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the 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 Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County 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:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the 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

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

12. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

13. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies

Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The 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 tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

17. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

18. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

20. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

23. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in

writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

If to Engineer: **Javier Hinojosa Engineering**
Attention: Javier Hinojosa, Engineer
416 E. Dove Avenue
McAllen, Texas 78504

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

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

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

26. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

27. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and

this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

28. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

29. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

30. 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.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

ENGINEER: JAVIER HINOJOSA ENGINEERING

By: _____

Printed Name Javier Hinojosa

Title: PE

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: _____ , 2015.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

January 20, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-006-02-04-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2015-006-02-04-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	1
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2015-006-02-04-YZV

Acceptance Due Date: **February 04, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL**", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ No.: 2015 -006-02-04-YZV- "HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **PROFESSIONAL ENGINEERING SERVICES POOL"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 04, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**FEBRUARY 04, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY HOLIDAYS

2015 YEAR	
New Year's Day	01/01/2015
Martin Luther King Day	01/19/2015
President's Day	02/16/2015
Good Friday	04/03/2015
Memorial Day	05/25/2015
Independence Day	07/04/2015
Labor Day	09/07/2015
Columbus Day	10/12/2015
Veteran's Day	11/11/2015
Thanksgiving Day	11/26/2015-11/27/2015
Christmas Day	12/24/2015-12/25/2015
New Year's Eve	12/31/2015

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and~~

~~acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or

State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like

services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **March 16, 2015 and ending March 15, 2016**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 04, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E)

certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, January 26, 2015** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, January 28, 2015 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages and should include the following;

1) Area firm specializes in
2) Minimum years of experience
3) Project(s)

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.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment

- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION PROCEDURES/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY (20)**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   * Response is Clear;
   * Response is Well Organized;
   * Easy to Evaluate;
   * Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 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	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Firm/Participant's Name:_____

Evaluator: _____ Department: _____

Project Name:_____ Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2015-006-02-04-YZV

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ 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	$
					DUCTS – 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 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

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____ **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.** _____
State of Incorporation: _____ **Date:**_____ **Other:** _____
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** • Less than 125,000 annual gross receipt • Less than 250,000 annual gross receipt • Less than 499,000 annual gross receipt • More than 500,000 annual gross receipt • Black American • Hispanic American • Asian Pacific American • Native American • Women • Other **Have you been certified as a HUB or an MBE/WBE source?:** • Yes • No **Indicate Certification No.(s):** _____ **or are Certificate(s) attached?:** • Yes • No
What type of product(s) is/are solicited by your company?: _____ **Would you like to be provided with specifications for procurements of such products?:** • Yes • No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____ **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2015-006-02-04-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

EXHIBIT "A"

Services to be provided by the County

The following provides an outline of the services to be provided by the **County** in the development of the **Project.**

General

The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **County** in accordance with Article 8 of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **County** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **EXHIBIT "C"** attached to this Agreement.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

EXHIBIT "B"

Services to be provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The ENGINEER will evaluate and design the Paving and Drainage Improvements as follows:

- Review existing conditions to develop the design criteria;
- Conduct field surveys to obtain information on existing conditions and topography on proposed roadways;
- Identify alignments and right of ways of proposed roadways;
- Develop typical cross sections for proposed roadway and drainage improvements;
- Prepare plans and specifications for the improvements;
- Assist in bidding of the improvements;
- Provide construction staking and periodic inspection services during the construction phase of the improvements.

EXHIBIT "C"

Work Schedule

For this Agreement, the **Engineer** shall prepare a work schedule for the work identified in EXHIBIT "B" in accordance with each Work Authorization in compliance with the following:

- Review existing conditions
- Conduct field surveys to obtain information for preparation of final design plans.
- Prepare plans and specifications for each project
- Assist owner with bidding of each project if required.
- Provide periodic inspections during construction.

The **Engineer** will diligently pursue the completion of each authorization as defined by the milestones and deliverable due dates outlined in the approved work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "D"

CONTRACT RATES

JAVIER HINOJOSA ENGINEERING

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

EXHIBIT E

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-15-225-09-15

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide_____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.4, Commissioner, Joe Flores, as to content and detail of this **Work Authorization No. ___.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 3:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201__.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, PE

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT F

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**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, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

Policy Number:

Date Entered: 09/01/2015

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2015

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 Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572	CONTACT NAME: PHONE (A/C, No, Ext): (956) 581-9838 FAX (A/C, No): (956) 519-1524 E-MAIL ADDRESS: davisinsuranceagency@yahoo.com
INSURED JAVIER HINOJOSA ENGINEERING 416 E DOVE MCALLEN, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: MID-CENTURY INSURANCE COMPANY INSURER B: FARMERS INSURANCE EXCHANGE INSURER C: FARMERS INSURANCE EXCHANGE INSURER D: Arognaut Insurance Company INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	605021032	6/28/2015	6/28/2016	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 $ 100,000 $ 5,000 $ EXCL $ 1,000,000 $ EXCL
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS	X	X	069398805	3/29/2015	03/29/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	N0707-71-94	12/1/2014	12/1/2015	X PER 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
D	PROFESSIONAL LIABILITY			IAE12530-0	12/4/2014	12/4/2015	PER CLAIM	$1,000,000

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE W. Carl Davis

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TEXAS BUSINESS AUTO RENEWAL CERTIFICATE

FARMERS INSURANCE EXCHANGE
MEMBERS OF FARMERS INSURANCE GROUP OF COMPANIES
HOME OFFICE: 4680 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010
SERVICE CENTER: 15700 LONG VISTA DRIVE, AUSTIN, TEXAS 78728

Valuable - Attach this Certificate to your policy

ITEM ONE

NAMED INSURED . HINOJOSA, JAVIER

MAILING ADDRESS . 416 E DOVE AVE

. MCALLEN TX 78504-2240

Account Number

19-42-303 Agent

06939-88-05 Policy Number

Form of Business: [X] Individual [ ] Partnership [ ] Corporation [ ] Other

RENEWS NO:

Policy Period from 03/29/15 to 03/29/16 12:01 AM Standard Time at your mailing address shown above.

In consideration of the payment of the premium stated, this policy is renewed from the inception date to the expiration date stated. Insurance is provided only with respect to coverage for which an auto symbol, limits of insurance and premium charge is stated, subject to all of the terms of this policy, including any attached forms and endorsements.

ITEM TWO
SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS (LIMITS SHOWN IN THOUSANDS)	PREMIUM
LIABILITY Bodily Injury Property Damage Combined Liability	7 8 9	$ each person/$ each accident $ each accident $ 1000 each accident	2,398.00
PERSONAL INJURY PROTECTION	SEE END.	$ SEE SCHEDULE	
AUTO MEDICAL PAYMENTS		$	
UNINSURED/UNDERINSURED MOTORISTS Bodily Injury Property Damage Combined Liability	SEE END.	$ each person/$ each accident $ each accident $ 1000 each accident	397.00
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	STATED AMOUNT $ Actual Cash Value or Cost of Repair, whichever is less minus $ SEE SCHEDULE Ded. for Each Covered **Auto**. But no Deductible Applies to Loss Caused by Fire or Lightning. See Item Four for hired or borrowed **autos**.	1,068.00
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		STATED AMOUNT $ Actual Cash Value or Cost of Repair, whichever is Less Minus $25 Ded. for Each Covered **Auto** for **loss** Caused by Mischief or Vandalism. See Item Four for hired or borrowed **Autos**.	
PHYSICAL DAMAGE COLLISION COVERAGE	7	STATED AMOUNT $ Actual Cash Value or Cost of Repair whichever is less minus $ SEE SCHEDULE Ded. for Each Covered **Auto**. See item four for hired or borrowed **Autos**.	1,297.00
PHYSICAL DAMAGE TOWING AND LABOR	7	$ SEE SCHEDULE for each disablement of a covered auto.	
		PREMIUM FOR ENDORSEMENTS	182.00
		ESTIMATED TOTAL PREMIUM	5,342.00

Premium Shown is payable $ _____ at inception.

FARMERS INSURANCE

TEXAS BUSINESS AUTO RENEWAL CERTIFICATE (CONTINUED)

ENDORSEMENTS ATTACHED TO THIS POLICY: IL 00 21-Broad Form Nuclear Exclusion

CA00010310 CA01960312 CA02430301 CA21090513 CA23840106 CA23940306 CA99230310
CA99880306 E2015-ED2 IL00171198 J6738-ED1 S1929-ED2 S1966-ED1 25-3065
56-5223ED5

COUNTERSIGNED _____ By _____
(Date) (Authorized Representative)

ITEM THREE
SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION: Year, Model, Trade Name, Body Type, Serial Number (S) Vehicle Identification Number (VIN)	PURCHASED: Original Cost New	PURCHASED: Actual Cost & New (N) USED (U)	TERRITORY: Town & State where Covered Auto will be principally garaged
8	12 FORD F150 1FTFW1EF0CFD06015	34660		MCALLEN TX 208
9	15 FORD F-150 1FTEW1EG0FFA09982	49000		MCALLEN TX 208

Covered Auto No.	CLASSIFICATION: Radius of Operation	Business use s - service r - retail c - commercial	Size GVW, GCW or Veh. Seating Capacity	Age Group	Primary Rating Factor: Liab.	Primary Rating Factor: Phy. Dam.	Secondary Rating Factor	Code	Except for towing, all physical damages loss is payable to you and the loss payee named below as interest may appear at the time of the loss.
8	50		10000	4					
9	50		10000	1					

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding **ITEM TWO** column applies instead)

Covered Auto No.	LIABILITY: *Limit	LIABILITY: Premium	PERSONAL INJURY PROTECTION: Limit	PERSONAL INJURY PROTECTION: Premium	AUTO MED PAY: *Limit	AUTO MED PAY: Premium
8	1000	1,147.00	5000			
9	1000	1,147.00	5000			
Total Premium		2,294.00				

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding **ITEM TWO** column applies instead)

Covered Auto No.	UNINSURED/UNDERINSURED MOTORISTS: *Limit	UNINSURED/UNDERINSURED MOTORISTS: Premium	COMPREHENSIVE: Limit stated in **ITEM TWO** minus ded. shown below	COMPREHENSIVE: Premium
8	1000	199.00	250	348.00
9	1000	198.00	250	720.00
Total Premium		397.00		1,068.00

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding **ITEM TWO** column applies instead)

Covered Auto No.	SPECIFIED CAUSES OF LOSS: Limit stated in **ITEM TWO**	SPECIFIED CAUSES OF LOSS: **Premium**	COLLISION: Limit stated in **ITEM TWO** minus ded. shown below	COLLISION: **Premium**	TOWING AND LABOR: Limit Per Disablement	TOWING AND LABOR: Premium
8			500	453.00		
9			500	844.00		
Total Premium				1,297.00		

*(LIMITS SHOWN IN THOUSANDS)

06939-88-05
POLICY NUMBER

TEXAS BUSINESS AUTO RENEWAL CERTIFICATE (CONTINUED)
ITEM FOUR
SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS
LIABILITY COVERAGE RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH $100 COST OF HIRE	FACTOR (If Liab. Cov. is Primary)	PREMIUM
TX				59.00
			TOTAL PREMIUM	59.00

Cost of hire means the total amount you incur for the hire of **autos** you don't own (not including **autos** you borrow or rent from your employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	RATE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE, COST OF REPAIRS OR $ WHICHEVER IS LESS MINUS $ DED. FOR EACH COVERED **AUTO**. BUT NO DEDUCTIBLE APPLIES TO **LOSS** CAUSED BY FIRE OR LIGHTNING.		
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE, COST OF REPAIRS OR $ WHICHEVER IS LESS MINUS $25 DED. FOR EACH COVERED **AUTO** FOR **LOSS** CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	ACTUAL CASH VALUE, COST OF REPAIRS OR $ WHICHEVER IS LESS MINUS $ DED. FOR EACH COVERED **AUTO**		
		TOTAL PREMIUM	

PHYSICAL DAMAGE COVERAGE for covered **autos** you hire or borrow is excess unless indicated below by "[X]"

☐ If this box is checked, PHYSICAL DAMAGE COVERAGE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered **auto** you hire or borrow is deemed to be a covered auto you own.

ITEM FIVE
SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees	4	$ 45.00
	Number of Partners		$
Social Service Agency	Number of Employees		$
	Number of Volunteers		$

ITEM SIX
SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS - LIABILITY COVERAGE - PUBLIC AUTO OR LEASING RENTAL CONCERNS

Estimated Yearly ☐ Gross Receipts ☐ Mileage	RATES ☐ Per $100 of Gross Receipts ☐ Per Mile			PREMIUMS		
	LIABILITY	AUTO MEDICAL	P.I.P.	LIABILITY COVERAGE	AUTO MEDICAL	P.I.P.
		TOTAL PREMIUMS				
		MINIMUM PREMIUMS				

TEXAS BUSINESS AUTO RENEWAL CERTIFICATE (CONTINUED)

When used as a premium basis:

FOR PUBLIC AUTOS

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

A. Amounts you pay to railroads, steam shiplines, airlines and other motor carriers operating under their own ICC or PUC permits.

B. Advertising Revenue.

C. Taxes which you collect as a separate item and remit directly to a governmental division.

D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross Receipts means the total amount to which you are entitled for the leasing or rental of **autos** during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the **autos** you leased or rented to others during the policy period.

AI-51188 **Purchasing Department** **22. H. 1.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of a professional engineering services agreement with **L&G CONSULTING ENGINEERS, INC.** d/b/a **L&G ENGINEERING** for the purposes of **(on call)-"GEO TECHNICA**L and **CONSTRUCTION MATERIALS TESTING SERVICES**" for projects located within **HIDALGO COUNTY PRECINCT NO. 4;**

b. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

c. 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 surveying services for (Job Specific) "Surveying Services of County Owned Portion at Hillcrest Memorial Cemetery" within Hidalgo County Precinct No. 4:

Firm	Aranda & Associates, Inc.	Rio Delta Engineering	CVQ Land Surveyors, LLC
Score by Evaluator 1	93	90	88
Ranking by HCCC			

d. Authority for the Purchasing Department to negotiate a professional surveying services agreement for (a job specific) "Surveying Services of County Owned Portion at Hillcrest Memorial Cemetery" within Hidalgo County Precinct No. 4. commencing with the No. 1 ranked firm of: _____ for Hidalgo County Precinct No. 4.

BACKGROUND

Contract # C-15-301-09-15-L&G Engineering-(On Call) GEO & CMT Svcs.-Pct 4

GRID-Evaluation/Scoring by Pct 4-Job Specific Surveyor

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Funding will be appropriated accordingly, once agreement comes back to court.

Attachments

contract
legals approval
Grid-Surveyor
request by pct 4-place on CC-Surveyor

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/10/2015 03:18 PM
Budget & Management	Veronica Ortiz	09/10/2015 03:18 PM
Glinda Pacheco	Glinda Pacheco	09/10/2015 04:33 PM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Letty Saenz		Started On: 09/01/2015 04:29 PM
Final Approval Date: 09/11/2015		

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-15-301-09-15

THIS AGREEMENT is made effective the **15th** day of **September, 2015** by and between **HIDALGO COUNTY, TEXAS,** ("County") and **L&G CONSULTING ENGINEERS INC.** d/b/a **L&G ENGINEERING** of Mercedes, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"GEO TECHNICAL"** and **"CONSTRUCTION MATERIALS TESTING SERVICES" (on an as needed basis)** for projects within **HIDALGO COUNTY PRECINCT No. 4** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services;

WHEREAS, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

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

1. Scope of Services. The County will provide to Engineer the services described in Exhibit "A" attached hereto and entitled "Services to be performed by County." Engineer agrees

to provide to County with the work described in Exhibit “B”, “Services to be performed by the Engineer”.

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **September 15, 2015,** and will expire **September 14, 2016** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each “Work Authorization” particularly described in Exhibit “D”.

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a

subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

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

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a

statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such

information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the 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 Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County 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:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the 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

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts

prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. 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 tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in

writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Engineer:	L & G Consulting Engineers, Inc. d/b/a L&G Engineering Attn: Mr. Jacinto Garza, P.E./President 2100 W. Expressway 83 Mercedes, Texas 78570

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

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

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

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

28. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and

this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

31. 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.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

ENGINEER: L&G CONSULTING ENGINEERS, INC.
d/b/a **L&G ENGINEERING**

By: _____

Printed Name Jacinto Garza

Title: P.E./President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: _____ , 2015.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"***Professional Engineering Services-Construction Materials & Geo Technical Testing Pool***"
RFQ No.: 2014-004-12-11-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"
RFQ NO: 2014-004-12-11-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	2
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 18 , 2013
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing Pool", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, seven (7) copies** of all qualifications and **two (2) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ–2014-004-12-11-SMA-"HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials &Geo Technical Testing Pool",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, December 11, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) *Professional Engineering Services-Construction Materials & Geotechnical Testing Pool",***
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 11 , 2013**
Award of Contract:	2013
Commence Work or Deliver Products:	2013

16. HIDALGO COUNTY HOLIDAYS:

2014 YEAR	
New Year's Day	**01/01/14**
Martin Luther King Day	**01/20/14**
President's Day	**02/17/14**
Good Friday	**04/18/14**
Easter	**04/21/14**
Memorial Day	**05/26/14**
Independence Day	**07/04/14**
Labor Day	**09/01/14**
Veteran's Day	**11/11/14**
Thanksgiving Day	**11/27/14 and 11/28/14**
Christmas Day	**12/25/14 and 12/26/14**
New Year's Eve	**12/31/14**

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or
appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a

qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services
"Construction Materials & Geo Technical Testing Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2014 and ending March 15, 2015**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICE-CONSTRUCTION MATERIALS GEO TECHNICAL TESTING POOL" RFQ NO: 2014-004-12-11-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No. , Project Name, Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:

Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:

Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 04, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 06, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT (if applicable):

All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will may result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

SCOPE OF SERVICES:

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

CONSTRUCTION MATERIALS & GEO TECHNICAL TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

   The statement of qualifications shall include the following:

   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   ➢ Responsiveness to RFQ:
   - Response is Clear
   - Response is Well Organized
   - Easy to Evaluate
   - Appropriate to this RFQ.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only *Refer back to requirements page 8, negotiations process*

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

27	Laptop Computer Rental (w/ Printer)	$	/Mo.
28	Concrete Beam Breaker	$	/Day
29	Concrete Beam Breaker	$	/Wk
30	Concrete Beam Breaker	$	/Mo.
31	Vacuum Extractor	$	/Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC	
33	Miscellaneous Expenses	Cost +	%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**	
	SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$	Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$	Ea
Tex-104-E	Determination of Liquid Limit of Soils	$	Ea
Tex-105-E	Determination of Plastic Limit of Soils	$	Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$	Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$	Ea
Tex-108-E	Determination of Specific Gravity of Soils	$	Ea
Tex-110-E	Part I Sieves thru 40	$	Ea
	Part II Sieves thru 200	$	Ea
	Additional Sieves	$	Ea
Tex-111-E	Minus 200 Sieve Analysis	$	Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$	Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$	Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$	Ea
	Disturbed Soils and Base Materials (Part II)	$	Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$	Ea
Tex-128-E	Determination of Soil pH	$	Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$	Ea
	HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$	Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$	Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$	Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$	Ea
Tex-203-F	Sand Equivalent Test	$	Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$ Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:
  - Response is Clear
  - Response is Well Organized
  - Easy to Evaluate
  - Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

Project Name:: _____

Department::_____

Firm/Participant:Name:_____

Evaluator:_____ Date:_____

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					UCTS – COMP/OP GG	$
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-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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or 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.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response. .

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

EXHIBIT "B"
Scope of Services

PROJECT: On Call-**Professional Geotechnical & Construction Materials Testing Services ("for all projects in general") within Hidalgo County Pct. No. 4**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **Hidalgo County Precinct No. 4** with **Geotechnical Engineering and Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering will provide **Hidalgo County Precinct No. 4** with Construction Materials Testing Services upon request. The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.

- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

- Field sampling and testing of fresh concrete and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.

- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.

- Field inspection, sampling and testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **Hidalgo County Precinct No. 4**.

- Provide accurate and timely reports to **Hidalgo County Precinct No. 4** and all/other recipients as designated by the Precinct.

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services***

L&G Engineering will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Geotechnical Engineering Services

Geotechnical Drilling Services

L&G Engineering will provide drilling services for **Hidalgo County Pct. No. 4.** Soil samples will be removed from the sample apparatus during drilling operations. One of our Geologists or Engineering Technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer that No. 200. Unconfined Compressive Strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, will be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and

- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;

- Re-grading the site or portions of the site after drilling activities are completed;

- Site safety meetings that may be required; or

- Encountering hazardous or contaminated soils or substances during our field activities.

Hidalgo County Pct. No. 4 will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and

- Clearing the boring locations for underground utilities.

Hidalgo County Pct. No. 4 will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

Schedule

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

Engineering Services

L&G Engineering will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering is prepared to make a commitment to **Hidalgo County Precinct No. 4** materials testing needs. L&G Engineering makes every effort to respond to its Clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L&G Engineering prefers to schedule field and laboratory work with as much advance notice as possible. L&G Engineering understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L&G Engineering will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

EXHIBIT C

-Engineer Contract Rates

EXHIBIT "C"
CONTRACT RATES

L&G Engineering
Transportation Consulting Engineers

Audited Overhead Rate FY 2014

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 15	Contract Rate *FY 16
Principal	$ -	$ -	$ -
Senior Project Manager	$ 70.00	$ 211.40	$ 217.74
Engineer (V) - Senior Engineer	$ 58.00	$ 175.16	$ 180.41
Senior Environmental Planner/Specialist	$ 49.00	$ 147.98	$ 152.42
Engineer (III) - Project Engineer	$ 43.00	$ 129.86	$ 133.76
Engineering Lab Manager	$ 34.00	$ 102.68	$ 105.76
Senior Engineer Tech / Geotechnical Engineer	$ 32.00	$ 96.64	$ 99.54
Environmental Planner/Specialist (II)	$ 30.00	$ 90.60	$ 93.32
Project Inspector (V)	$ 28.00	$ 84.56	$ 87.10
Record Keeper	$ 27.00	$ 81.54	$ 83.99
Environmental Planner/Specialist (I)	$ 26.00	$ 78.52	$ 80.88
Project Inspector (I)	$ 22.00	$ 66.44	$ 68.43
CADD Operator / GIS Analyst	$ 22.00	$ 66.44	$ 68.43
Admin/Clerical	$ 20.00	$ 60.40	$ 62.21
Soil & AggregateTechnician	$ 17.00	$ 51.34	$ 52.88
Concrete Technician	$ 17.00	$ 51.34	$ 52.88
Asphalt Technician	$ 17.00	$ 51.34	$ 52.88
Negotiated Overhead Rate: **169.26%** Negotiated Profit Rate: **12.00%** Multiplier: **3.02**	Contract Rates include labor, overhead, and profit.		

Other Direct Expenses:	Cost:
Lodging	$85/night
Meals	$36/day
Mileage	$0.56/mile
Car Rental	$75.00/day
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$38.00/Each

JG Approved 7/15/2015

CONTRACT RATES

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

Direct Expenses

Geotechnical Field Services	2015	2016
Mobilization (Drill Rig and Crew)	$441.66/Day	$454.91/Day
Stand-By Time	$194.18/Hr.	$200.01/Hr
Texas Cone Penetration Test (Tex-132)	$5.55/Ea.	$5.72/Ea.
Soil Boring / Solid Stem	$31.08/Lf	$32.01/Lf
Soil Boring / Hollow Stem	$31.08/Lf	$32.01/Lf
Soil Boring / Mud Rotary	$31.08/LF	$32.01/Lf
Mileage (Logger-Soil Tech)	$.55/Mi.	$.55/Mi.
Support Truck	$1.65/Mi.	$1.70/Mi.
Piezometer / Monitoring Well	**By Quote**	**By Quote**

Soil Testing	2015	2016
Moisture Content Determination - ASTM D2216/Tex-103-E	$10.55/Ea.	$10.87/Ea.
Determination of Liquid Limit of Soils - Tex-104-E	$53.15/Ea.	$54.74/Ea.
Determination of Plastic Limit of Soils - Tex-105-E	$53.37/Ea.	$54.97/Ea.
Atterberg Limits of Soils - ASTM D 4318/Tex-106-E	$79.66/Ea.	$82.05/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E	$66.47/Ea.	$68.46/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E	$95.76/Ea.	$98.63/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	$66.47/Ea.	$68.46/Ea.
Lime Series Testing (PI Relation) - Tex-112-E	$477.96/Ea.	$492.30/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)	$518.40/Ea.	$533.95/Ea.
Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E	$212.59/Ea.	$218.97/Ea.
Standard Proctor - ASTM D 698	$205.82/Ea.	$211.99/Ea.
Modified Proctor - ASTM D 1557	$212.50/Ea.	$218.88/Ea.
Field Density Test (Nuclear) - ASTM D 6938/Tex-115-E	$23.91/Ea.	$24.63/Ea.
Determination of Soil pH - Tex-128-E	$86.40/Ea.	$88.99/Ea.
Soil-Lime Testing - Tex-121-E (Part I)	$159.44/Ea.	$164.22/Ea.
Resistivity of Soils - Tex-129-E	$96.65/Ea.	$99.55/Ea.
Sulfate Content of Soils - Tex-145-E	$86.40/Ea.	$88.99/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E	$232.55/Ea.	$239.53/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E	$350.00/Ea.	$360.50/Ea.
Unconfined Compression-Soil - ASTM D 2166	$49.95/Ea.	$51.45/Ea.
Uniaxial Compression-Rock - ASTM D 7012	$53.27/Ea.	$54.87/Ea.
Consolidation Test - ASTM D 2435	$521.51/Ea.	$537.16/Ea.

Coarse & Fine Aggregate Quality Testing	2015	2016
Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F	$59.73/Ea.	$61.52/Ea.
Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F	$72.27/Ea.	$74.44/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A	$85.00/Ea.	$87.55/Ea.
Sieve Analysis (Additional Sieves) - All Methods	$13.31/Ea.	$13.71/Ea.
Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I)	$46.50/Ea.	$47.90/Ea.
Deleterious Material (Concrete Aggr.) - Tex-413-A	$46.50/Ea.	$47.90/Ea.
Decantation (Coarse Aggr.) - Tex-217-F (Part II)	$46.50/Ea.	$47.90/Ea.
Decantation Test (Fine Aggr. - Conc.) - ASTM C 117/Tex-406-A	$46.50/Ea.	$47.90/Ea.
Specific Gravity/Absorp. (Conc. Aggr) - ASTM C127/Tex-403-A	$72.99/Ea.	$75.18/Ea.
L.A. Abrasion - ASTM C13/ Tex-410-A	$564.55/Ea.	$581.49/Ea.
Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A	$564.55/Ea.	$581.49/Ea.
SSD Unit Weight of Aggregates - ASTM C29/Tex-404-A	$66.47/Ea.	$68.46/Ea.
Percent Voids/Solids in Conc. Aggr. - Tex-405-A	$13.25/Ea.	$13.65/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**		

CONTRACT RATES

Sand Equivalent - ASTM D 2419/Tex-203-F	$72.99/Ea	$75.18/Ea
Specific Gravity / Absorption (Fine Aggr.) - ASTM C 128/Tex -403-A	$79.67/Ea.	$82.06/Ea.
Organic Impurities in Fine Aggregate -ASTM C 87/Tex -408-A	$46.50/Ea.	$47.90/Ea.
Fineness Modulus of Fine Aggregate - Tex-402-A	$15.95/Ea.	$16.43/Ea.
Flat & Elongated Particles (Coarse Aggr.) - Tex-280-F	$60.00/Ea.	$61.80/Ea.
Coarse Aggr. Crushed Face (Coarse Aggr.) - Tex-460-A (Part I)	$80.00/Ea.	$82.40/Ea.
Acid Insoluble of Fine Aggregate - Tex-612-J	$86.40/Ea.	$88.99/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality	**2015**	**2016**
Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F	$90.00/Ea.	$92.70/Ea.
Asphalt Content - Tex-236-F	$90.00/Ea.	$92.70/Ea.
Voids in Mineral Aggr. (VMA) - Tex-207-F	$110.00/Ea.	$113.30/Ea.
Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C	$86.40/Ea.	$88.99/Ea.
Indirect Tensile Strength Test - Tex-226-F	$600.00/Ea.	$618.00/Ea.
Moisture Content (Paving Mix) - Tex-212-F (Part II)	$15.00/Ea.	$15.45/Ea
Lab Molded Density - Tex-207-F	$80.00/Ea.	$82.40/Ea.
Hamburg Wheel Tracker - Tex-242-F	$900.00/Ea.	$927.00/Ea.
Field Coring – ACP Thickness - ASTM D 3549	$66.47/Ea.	$68.46/Ea.
Pavement Thickness Det. (Full Depth) - ASTM D 3549	$88.45/Ea.	$91.10/Ea.
Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F	$73.04/Ea.	$75.23/Ea.
In-Place Air Voids - Tex-207-F	$25.00/Ea.	$25.75/Ea.
Maximum Theoretical SPG (Rice Gravity) - Tex-227-F	$90.00/Ea.	$92.70/Ea.
Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F	$232.48/Ea.	$239.45/Ea.
Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV)	$39.86/Ea.	$41.06/Ea.
Segregation Profile - Tex-207-F (Part V)	$300.00/Ea.	$309.00/Ea.
Joint Density - Tex-207-F (Part VII)	$300.00/Ea.	$309.00/Ea.
Tack Coat Adhesion - Tex-243-F	$100.00/Ea.	$103.00/Ea.
Thermal Profile - Tex-244-F	$175.00/Ea.	$180.25/Ea.
Ride Quality - Tex-1001-S	**By Quote**	**By Quote**
Pavement Investigation (All Inclusive – QA Verification Field Sample) ~ Includes Core Exist. Asphalt for Thick. Perform Caliche Base Thick., Sieve Analysis & P.I., Stabilized Subgrade Thickness & P.I	$498.08/Ea.	$513.02/Ea.

Concrete/Masonry Field & Laboratory Testing	**2015**	**2016**
Temperature Test (Fresh Mix Conc.) - Tex-422-A	No Charge	No Charge
Slump Test - ASTM C 143/Tex-415-A	No Charge	No Charge
Air Content (Pressure Method) - ASTM C 138/Tex-416-A	$23.86/Ea.	$24.58/Ea.
Air Content (Volumetric) - ASTM C 173	$26.56/Ea.	$27.36/Ea.
Casting of Concrete Cylinders - ASTM C 31/Tex-447-A	No Charge	No Charge
Cylindrical Specimen Prep./Hold/Cure - ASTM C 192/ Tex-447-A	$12.00/Ea.	$12.36/Ea.
Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A	$15.92/Ea.	$16.40/Ea.
Casting of Grout Prisms - ASTM C 1019	No Charge	No Charge
Grout Prism Prep./Cure/Comp. Strength - ASTM C 39	$33.23/Ea.	$34.23/Ea.
Casting of Mortar Cubes - ASTM C 780	No Charge	No Charge
Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109	$32.48/Ea.	$33.45/Ea.
Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140	$232.41/Ea.	$239.38/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140	$232.41/Ea.	$239.38/Ea.

***(In Conjunction w/ Field Inspection)**

CONTRACT RATES

Miscellaneous Testing	**2015**	**2016**
Drilled Shaft Slurry Density - Tex-130-E (Part II)	$25.00/Ea.	$25.75/Ea.
Drilled Shaft Slurry Sand Content - Tex-130-E (Part III)	$20.00/Ea.	$20.60/Ea.
Drilled Shaft Slurry Viscosity - Tex-130-E (Part IV)	$25.00/Ea.	$25.76/Ea.

Engineering Review, Evaluation, Management & Administration		
Test Report	$23.59/Ea.	$24.30/Ea.

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:

Mileage.....	.55/Mi.	.55/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Geo Technical and/or
Construction Material Testing Engineer Services
Agreement #C-15-301-09-15

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide_____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.4, Commissioner, Joseph Palacios, as to content and detail of this **Work Authorization No. ___ .**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201_.

THE ENGINEER:
L & G CONSULTING ENGINEERS, INC.
d/b/a **L&G ENGINEERING**

_____
By: Jacinto Garza, P.E./President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL
"GEO TECHNICAL and **CONSTRUCTION MATERIAL TESTING SERVICES"**

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**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, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2015

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:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	20508
INSURED L&G Consulting Engineers, Inc. dba L&G Engineering 2100 W. Expressway 83 Mercedes TX 78570	INSURER B : Continental Casualty Insurance Co.	20443
	INSURER C : Gemini Insurance Co.	10833
	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			5095025836	07/19/2015	07/19/2016	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 $ 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			5095026016	07/19/2015	07/19/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	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		6016425631	07/23/2015	07/23/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability "claims made"			HPM-DP-00195-01	07/19/2015	07/19/2016	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

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 <CC>

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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						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO	Y	Y	605850941	07/19/2015	07/19/2016	BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (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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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Revised Agreement-Review and Approve

From : Steve Crain <scrain@atlashall.com> Wed, Sep 09, 2015 03:05 PM
Subject : RE: Revised Agreement-Review and Approve 2 attachments
To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Looks good.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, September 09, 2015 2:00 PM
To: Stephen L. Crain
Cc: Marynel Trevino
Subject: Re: Revised Agreement-Review and Approve

Mr. Crain-

Please review and approve as to form with revision as advised.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

😀...DON'T WORRY...BE HAPPY...😀

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Wednesday, September 9, 2015 1:11:39 PM

Hi Leti:

As per Mr. Crain, see the attached.

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

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EVALUATION & SCORING GRID

PROFESSIONAL SURVEYOR SERVICES

"SURVEYING SERVICES
For
(JOB SPECIFIC)
"County Owned Portion at Hillcrest Memorial Cemetery"
within
HIDALGO COUNTY PRECINCT No. 4

Surveying Firms

FIRMS	Aranda & Associates	Rio Delta	CVQ Land Surveyors
Score by Evaluator 1	93	90	88
Ranking/Selection By Hid Co. CC			

Evaluation/Scoring -completed by HC Precinct No. 4 staff- Jessie Ozuna

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Re: 2015 Pool of Surveyors

From : Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us> Tue, Sep 08, 2015 03:45 PM
Subject : Re: 2015 Pool of Surveyors 7 attachments
To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>
Cc : Joe Alex Ochoa <jose.ochoa@co.hidalgo.tx.us>

Letty,

Attached are the completed ranking sheets for the surveyors I requested last week. Let me know when this can be placed on court.
FYI: These services are needed for the County owned portion of Cemetery that abuts Hillcrest Cemetery. Thanks for all your help.

Thank you,

Jesse Ozuna
Hidalgo County Pct. 4
956.383.3112 (o)
956.648.3493 (c)
jesse.ozuna@co.hidalgo.tx.us

CONFIDENTIALITY NOTICE: This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure, alteration or distribution is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail, delete this email and destroy all copies of the message.

From: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>
Sent: Thursday, September 3, 2015 2:50:53 PM
Subject: Re: 2015 Pool of Surveyors

Here you go Jessie...

Let me know if you need further information.

Send them back to me when you're done grading if you need me to place it on the next CC.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 F(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY..

From: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Thursday, September 3, 2015 2:08:21 PM
Subject: Re: 2015 Pool of Surveyors

Also,

Send me the packets for CVQ, Rio Delta and Arranda, please.

AI-51279 **Purchasing Department** **22. I. 1.**

CC - REGULAR

Meeting Date: 09/29/2015

This agenda item appears on more than one agenda: 09/15/2015, CC - REGULAR

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Information Technology Department:

Requesting authority to continue 2nd of 3yr maintenance agreement term for the original purchase of hardware, software thru PO 713286 issued on 08/18/2014 thru SHI Government Solutions thru our membership/participation with DIR-SDD 2503 in the amount of $38,516.10 thru requisition 282859.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

Funds available through Req#282859.

Attachments

SHI

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/09/2015 01:49 PM
Glinda Pacheco	Glinda Pacheco	09/10/2015 03:00 PM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Tanya Delira Started On: 09/09/2015 09:21 AM

Final Approval Date: 09/11/2015

Requisition

Req # 00282859

PO #

Date: 08/20/15

Bill To: x
x

Vendor : 287199

SHI GOVERNMENT SOLUTIONS, INC.
1250 CAPITAL OF TX HWY
BLDG. 1 #350
AUSTIN TX 78746
FAX (512)732-0232

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-2503

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-2503 QUOTATION # 10124318		
		DO NOT DUPLICATE ORDER		
1700.00	EACH	WinSvrCAL ALNG LicSAPk MVL UsrCAL Microsoft-Part#: R18-00096	10.80	18,360.00
200.00	EACH	VDA ALNG SubsVL MVL PerDvc Microsoft - Part#: R18-00019	66.00	13,200.00
3.00	EACH	WinSvrDataCtr ALNG LicSAPK MVL 2PrOC Microsoft - Part#: P71-07280	2,318.70	6,956.10
		Account No	Encumbrance	
		5-1100-415-00-200-002-0-336	38,516.10	
			Freight	.00
			Total	38,516.10
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

26/936
71/3236
8/18/14

Authorized By: _____

Government Solutions

Pricing Proposal
Quotation #: 10124318
Created On: Aug-13-2015
Valid Until: Sep-30-2015

HIDALGO COUNTY

Renan Ramirez
Edingurg
Texas
78539
Phone: 956-292-7010 x. 6011
Fax:
Email: renan.ramirez@co.hidalgo.tx.us

Account Representative

Kerri Fitzmorris
1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Texas@shi.com*
Phone: 1-800-870-6079
Fax: 512-732-0232
Email: Kerri_Fitzmorris@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	WinSvrCAL ALNG LicSAPk MVL UsrCAL Microsoft - Part#: R18-00096	1700	$25.60	$10.80	$18,360.00
2	VDA ALNG SubsVL MVL PerDvc Microsoft - Part#: 4ZF-00019	200	$87.00	$66.00	$13,200.00
3	WinSvrDataCtr ALNG LicSAPk MVL 2Proc Microsoft - Part#: P71-07280	3	$3,500.00	$2,318.70	$6,956.10
				Total	$38,516.10

Additional Comments

DIR-SDD-2503

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

SHI Government Solutions, Inc.

Vendor ID
1223695478500
URL
Vendor Website
(https://www.publicsector.shidirect.com/CustomerServices/ShowContentAll.aspx?cView=2&cID=88966)
HUB Type
Asian/Male

DIR Contract Number
DIR-SDD-2503
Contract Term End Date
11/15/2015
Contract Ext Date
8/15/2017

Contact SHI Government Solutions, Inc.

Contact
TX SHI Team
(mailto:texas@shi.com)
Phone
(800) 870-6079
Fax
(512) 732-0232

Contact DIR

Contact
Mike Labinski
(mailto:mike.labinski@dir.texas.gov)
Phone
(512) 463-4692
Fax
(512) 475-4759

Contract Overview

SHI Government Solutions offers software products and related services through this contract. Customers must enter into an Enterprise Agreement (EA) of have a current EA with Microsoft. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract.

Contract Documents

- DIR-SDD-2503 Contract PDF (94.26KB)
(http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 Contract.pdf)
- DIR-SDD-2503 Appendix A Standard Terms and Conditions PDF (193.3KB)
(http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 Appendix A Standard Terms and Conditions.pdf)

- DIR-SDD-2503 Appendix B HUB Subcontracting Plan PDF (229.74KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 Appendix B HUB Subcontracting Plan.pdf)
- DIR-SDD-2503 Appendix C Pricing Index (per Amendment 3) PDF (13.68KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 Appendix C Pricing Index (per Amendment 3).pdf)
- DIR-SDD-2503 RFO DIR-SDD-TMP-200A ZIP (426.12KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 RFO DIR-SDD-TMP-200A.zip)
- DIR-SDD-2503 Amendment 1 PDF (261.98KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 Amendment 1.pdf)
- DIR-SDD-2503 Amendment 2 PDF (74.48KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 Amendment 2.pdf)
- DIR-SDD-2503 Amendment 3 PDF (155.47KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 Amendment 3.pdf)
- DIR-SDD-2503 Amendment 4 PDF (137.56KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 Amendment 4.pdf)

Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Please note that some of the documents on this page are in the PDF format. Please download the Adobe Reader (http://get.adobe.com/reader/) in order to view these documents.

How To Order

1. For product and pricing information, visit the SHI Government Solutions, Inc. (https://www.publicsector.shidirect.com/CustomerServices/ShowContentAll.aspx?cView=2&cID=88966) website or contact TX SHI Team (mailto:texas@shi.com) at (800) 870-6079
2. Generate a purchase order made payable to SHI Government Solutions, Inc. and you must reference the DIR Contract Number **DIR-SDD-2503** on your purchase order.

Show more

APPENDIX C - PRICING INDEX
DIR-SDD-2503
as amended by Amendment Number 3

Publisher Category	Publisher Discount Level	DIR Customer Discount (from Publisher Discount Level)
Microsoft:		
Enterprise Agreement (comprised of subcategories as listed below)		17.75%
Office Professional/Standard	Level D less 7.5%	
Windows Pro Desktop Operating System	Level D less 7.5%	
Core CAL/Enterprise CAL Suite (to include stand alone components)	Level D less 6%	
All other or additional EA licensing	Level D	
Enterprise Subscription Agreement	Level D less 2%	17.75%
Select Government	Level D	17.75%
Select Plus Academic	Level D	17.75%
Campus Agreement: Online Services	Level B	5.00%
Campus Agreement: All other products	Level B	14.00%
Novell Master License Agreement:		
Education License and Value Added Service	MLA Level 5	42.00%
Government License and Value Added Service	MLA Level 5	42.00%

AI-51242 **Purchasing Department** **22. J. 1.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Daniel Flores, FACILITIES MANAGEMENT

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: FACILITIES MANAGEMENT

Information

CAPTION

A. Acceptance and approval of Invoice from SOS Emergency Oxygen Inhalators for [2] cylinders for a period of 9 months in the amount of $450.00 with authority to process a requisition for a PO for the remaining 90 days expiring 12-10-15;

B. Action for HCCC to either:
1. Renew the rental of two [2] oxygen cylinders for additional year; OR, IN THE ALTERNATIVE,
2. Allow current rental to expire December 10, 2015 and return same to vendor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 1100-419-40-220-001-0-442

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

BUDGETARY IMPACT:

Attachments

Back-up AI - 51242
INVOICE
Email and Req # 284105

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/11/2015 04:47 PM
Budget & Management	Debbie Tamez	09/11/2015 04:52 PM
Glinda Pacheco	Glinda Pacheco	09/11/2015 05:05 PM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Marty Salazar		Started On: 09/04/2015 10:53 AM
Final Approval Date: 09/11/2015		

Legend

Code Level	Category	Class	Class-Item	Group	Detail
Example	XX	XXX	XXX-XX	XXX-XX-XX	XXX-XX-XX-XXX-X

Code	Description
23	Rental and Leasing Services
979	RENTAL OR LEASE SERVICES OF ENGINEERING, HOSPITAL, LABORATORY, PRECISION INSTRUMENTS, REFRIGERATION, SCALES, AND TESTING EQUIPMENT
979-37	First Aid and Safety Equipment (Including Manikins and Models) Rental or Lease

Commodity Codes Totals
from 1/1/2015 to 9/1/2015

Commodity	COMMODITY DESC	Total
97937	**First Aid and Safety Equipment (Including Manikins and Models) Rental or Lease**	**300.00**

SOLD TO	SHIP TO
Hidalgo County Courthouse 2802 South Business Highway 281 Edinburg, Texas 78539	Mr. Ramon Garcia County Judge Ms. Marty Salazar Director Of Purchasing

OUR ORDER NO.	CUSTOMER ORDER NO.	SALESMAN	TERMS	F.O.B.
		Richard R. Cantu	NET	S.O.S. Outlet

ORDERED	SHIPPED	DESCRIPTION	AMOUNT
Rental of	2	S.O.S. Emergency Oxygen Inhalators	
		for the period thru December 10, 2014 through December 10, 2015.	
Rental of		Extra Cylinders 2 units @ $300.00 each per year.	$600.00
		WE APPRECIATE YOUR BUSINESS THANK YOU VERY MUCH	
		(1) Administration Building (2) Adult Probation Department.	
		As per Lease Agreement.	
		Sales/Use Tax	-0-
		Oxygen Refills	
		Shipping	
		MEMBER — RIO GRANDE VALLEY CHAMBER OF COMMERCE	
		TOTAL	$600.00

RECEIVED
JUL 01 2015
Facilities Management

Marty, Just a Reminder! Thanks, Richard

Requisition

Req # 00284105

PO #

Date: 09/11/15

Bill To: x
x

Vendor : 214531
SOS TECHNOLOGIES
P. O. BOX 201
EDINBURG TX 78540

Ship To: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: MSIFUENTES
956-289-7850

Contract No:

Special Instructions:
REQ # 1075

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2.00	EACH	OM S.O.S. EMERGENCY OXYGEN INHALATORS FROM 09/11/15 - 12/10/15	100.00	200.00
		Account No	Encumbrance	
		5-1100-419-40-220-001-0-442	200.00	
			Freight	.00
			Total	200.00

Authorized By: _____

Zimbra **elena.gomez@co.hidalgo.tx.us**

SOS Claim/invoice

From : Glinda Pacheco <glinda.pacheco@co.hidalgo.tx.us> Fri, Sep 11, 2015 03:29 PM

Subject : SOS Claim/invoice

To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Cc : Elena Gomez <elena.gomez@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, daniel flores <daniel.flores@co.hidalgo.tx.us>

Good afternoon,

Mario from Facilities has created Req#00284105 for the SOS invoice.

Glinda Pacheco
Planning Analyst I
County of Hidalgo Texas
Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg ,TX 78539
Phone: 956-292-7025 Ext: 5411
Fax: 956-292-7035
glinda.pacheco@co.hidalgo.tx.us

From: "Glinda Pacheco" <glinda.pacheco@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "daniel flores" <daniel.flores@co.hidalgo.tx.us>
Sent: Friday, September 4, 2015 9:29:22 AM
Subject: Re: Message from "RNP0026737B922C"

The invoice/claim covered rental from: December 10,2013 through December 10,2014.

AI-51358 **Purchasing Department** **22. J. 2.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Daniel Flores, FACILITIES MANAGEMENT

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: FACILITIES MANAGEMENT

Information

CAPTION

a. Pursuant to Article 14 of Contract #C-14-100-04-29 (PO#725567), with project engineer, Halff Associates, Inc., a request for approval by engineer, to permit the subcontracting of: Celso Gonzalez, Jr., R.A.S. d/b/a Celso Gonzalez Construction, Inc., for TAS/ADA Services for Work Authorization No. 1 for Mechanical and Electrical Design Services for Space Pressure Control for the County Autopsy Facility.

b. Acceptance and approval of Invoice# M201555 in the amount of $1,857.99 for processing and payment as submitted by HALFF ASSOCIATES, INC., in connection to "on call" Contract #C-14-100-04-29 under (WA#1-PO#-725567) for project: Facilities Management -"Mechanical and Electrical Design Services for Space Pressure Control" for the County Autopsy Facility.

BACKGROUND

-Halff Assoc Inc -Space Pressure Control Autopsy Facility
PO# 725567
Purchasing Project File# 2015-237-MSS

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-419-40-220-045-0-452

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

BUDGETARY IMPACT:

Funding available through PO# 725567

Attachments

Request of sub-contractor approval -Celso Gonzalez, Jr.
Halff Assoc Invoice -Pressure Control Autopsy Facility

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/11/2015 04:54 PM

Budget & Management	Debbie Tamez	09/11/2015 05:00 PM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Moises Salazar Started On: 09/11/2015 03:18 PM

Final Approval Date: 09/11/2015

HALFF

August 20, 2015
AVO 30925

Moises Salazar, Buyer III
Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, TX 78539

RE: WA#01 Autopsy Facility, Contract C-14-100-04-29, Purchase Order #725567
Sub-contracting for TAS\ ADA

Dear Mr. Salazar:

The firm Halff Associates is proposing be use is Mr. Celso Gonzalez for TAS\ADS.

Mr. Celso Gonzalez
Celso Gonzalez Construction, Inc.
614 N. Conway
Mission, Texas 78572
956-585-3848 office
956-585-7773 fax
956-453-3486 mobile

We are recommending the use of this firm because we have worked with them successfully before and they have the necessary expertise to complete the TAS\ADA process in a timely manner and at a lower cost.

Please contact Trey Murray, Tom Dearmin, or Maribel Martinez if you need any additional information to process this request at 956-664-0286.

Sincerely,

HALFF ASSOCIATES, INC.
Menton J. Murray, III, PE, LEED AP
Vice President \Branch Manager

C: Tom Dearmin

HALFF ASSOCIATES, INC.
5000 WEST MILITARY HIGHWAY, SUITE 100
McALLEN, TX 78503-7446
TEL (956) 664-0286
FAX (956) 664-0282
WWW.HALFF.COM

INVOICE

HALFF

ENGINEERS ARCHITECTS SCIENTISTS PLANNERS SURVEYORS

REMITTANCE ADDRESS
Halff Associates, Inc
P.O. Box 678316
Dallas, TX 75267
www.halff.com

Hidalgo County Commissioner's Court
Facilities Management
3100-D S. Business Hwy 281
Edinburg, TX. 78539

Attention: Mr. Daniel Flores

Invoice Date : 09/09/2015
Invoice # : M201555
Project : 30925
Invoice Group : 01
Client Code : HIDAL5

Project Name : Hidalgo County\2014-2015 Various WA

For Professional Services Rendered through: 9/6/2015
Re: MEP Engineering Services
Edinburg, TX
Work Authorization #01
Purchase Order #725567

Project Name: Space Pressure Control Autopsy Facility
Contract Number: C-14-100-04-29

** Please contact Maribel Martinez (956-664-0286) with any questions regarding this invoice.

Phase / Task / Name	Fee	Previous Amount	% Complete	Current Amount	Total Fee Earned
WA01 -- Autopsy Facility					
TA01 -- Design Phase 1 Services	11,380.00	11,380.00	100.00	0.00	11,380.00
TA02 -- Bid Phase Services	2,490.00	146.01	50.00	1,098.99	1,245.00
TA03 -- Construction Phase Services	7,280.00	0.00	0.00	0.00	0.00
TA04 -- Design for E.F Replacement\Mod	1,285.00	1,285.00	100.00	0.00	1,285.00
TA05 -- Sub TAS\ADA	1,610.00	0.00	47.14	759.00 **	759.00
TA06 -- Sub Test Adjust & Balance	5,950.00	0.00	0.00	0.00	0.00
Phase WA01 Subtotal	**29,995.00**	**12,811.01**	**48.90**	**1,857.99**	**14,669.00**
Totals:	**29,995.00**	**12,811.01**	**48.90**	**1,857.99**	**14,669.00**

Total Fee Earned To Date	14,669.00
Less Previous Billings	12,811.01
Amount Due this Invoice	**1,857.99**

Sub Invoices are marked up 1.1%

TERMS: DUE UPON RECEIPT
ORIGINAL

(214) 346-6200
(214) 739-0108 Fax

AI-51194 **Purchasing Department** **22. K. 1.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of "First Amendment" to Letter of Engagement (Agreement) C-14-134-06-30 with Estrada Hinojosa Company in connection to RFP 2014-134-Financial Advisory Services in orde to clarify the fees as shown on Appendix A of current agreement and replace with the revised adjusted "Attahment "A" - Appendix "A".

BACKGROUND

Fiscal Impact

Attachments

C-14-134-06-30-Estrada-Hinojosa Legal's Approval.pdf
amendment

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/10/2015 04:40 PM
Budget & Management	Veronica Ortiz	09/11/2015 09:43 AM
Glinda Pacheco	Glinda Pacheco	09/11/2015 10:26 AM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Yolanda Velasquez Started On: 09/02/2015 09:31 AM

Final Approval Date: 09/11/2015

AGREEMENT FOR FINANCIAL ADVISORY SERVICES

C-14-134-06-30

By and Between

HIDALGO COUNTY, TEXAS
(Hereinafter referred to as the "Issuer")

And

ESTRADA HINOJOSA & COMPANY, INC.

It is understood that the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot be determined and that in connection with the authorization, sale, issuance and delivery of such indebtedness of the Issuer, we have been requested to submit a proposal to provide professional services to the Issuer in the capacity of Financial Advisor. We are pleased to comply with this request and submit the following proposal for consideration. This proposal, if accepted by the Issuer, shall become the agreement (the "Agreement") between the Issuer and Estrada Hinojosa & Company, Inc. effective at the date of its acceptance as provided for herein below.

I.

This Agreement shall apply to any and all bonds or tax notes which evidence indebtedness or debt obligations which may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the "Debt Instruments") during the term of this contract for which the firm of Estrada Hinojosa & Company provides the services described in paragraph III of this contract.

II.

We agree to provide our professional services and our facilities as Financial Advisor and agree to direct and coordinate all programs of financing as may be considered and authorized during the period in which this Agreement shall be effective and to assume and pay those fees and expenses set out in Appendix A, provided, however, that our obligations to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar actions.

III.

We agree to perform the following duties normally performed by financial advisors and all other duties as, in our judgment, may be necessary or advisable:

1. We will conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize issue and service debt. This survey will include an analysis of existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues

thereof, additional revenues, as projected by consulting engineers employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration. We will also take into account future financing needs and operations as projected by the Issuer's staff and consulting engineers or other experts, if any, employed by the Issuer.

2. On the basis of the information developed by the survey described above, and other information and experience available to us, we will submit to the Issuer our recommendations on the Debt Instruments under consideration including such elements as the date of issue, interest payment dates, schedule of principal maturities, portions of prior payment, security provisions, and any other additional provisions designed to make the issue attractive to investors. All recommendations will be based upon our professional judgment with the goal of designing Debt Instruments which can be sold under terms most advantageous to the Issuer and at the lowest interest cost consistent with all other considerations.

3. We will advise the Issuer of current bond market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a time which, in our opinion, will be favorable.

4. We understand the Issuer has retained, or will retain, firms of municipal bond attorneys (the "Bond Counsel") whose fees will be paid by the Issuer. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, we will assist in coordinating the assembly and transmittal to Bond Counsel of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices, and certificates in connection with the election.

5. We will recommend the method of sale of the Debt Instruments that, in our opinion, is in the best interest of the Issuer and will proceed, as directed by the Issuer, with one of the following methods:

a. Competitive Sale: We will advise the Issuer regarding the sale of the Debt Instrument whereby we coordinate the submission of competitive bids from prospective buyers of the Debt Instruments in accordance with established procedures.

b. Negotiated Sale: We will recommend one or more investment banking firms as managers of an underwriting syndicate for the purposes of negotiating the purchase of Debt Instruments and in no event will we participate either directly or indirectly in the underwriting of the Debt Instruments. We will collaborate with any senior managing underwriter selected and Counsel to the underwriters in the preparation of the Official Statement or Offering Memorandum. We will cooperate with the underwriters in obtaining any Blue Sky Memorandum and Legal Investment Survey, preparing the Bond Purchase Contract, Underwriters' Agreement and any other related documents. The costs thereof, including the printing of the documents, will be paid by the underwriters.

6. When appropriate, we will advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.

7. We will coordinate the preparation of the Notice of Sale and Bidding Instructions, Official Statement, Official Bid Form and such other documents as may be required. We will submit to the Issuer all such documents for examinations, approval and certification. After such examination, approval and certification, we will provide the Issuer with a supply of all such documents sufficient to its needs and will distribute by mail sets of the same to prospective bidders and to banks, life, fire and casualty insurance

companies, investment counselors and other prospective purchasers of the Debt Instruments. We also provide sufficient copies of the Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions. The expenses associated with printing and distribution of these documents will be paid by the Issuer.

8. We will, after consulting the Issuer, arrange for such reports and opinions of recognized independent consultants we deem necessary and required for the successful marketing of the Debt Instruments.

9. Subject to the approval of the Issuer, we will organize and make arrangements for such information meetings as, in our judgment, may be necessary.

10. We will make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments as, in our opinion, is required for submission to the appropriate company, institution or institutions. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, we will arrange for such personal presentations. The expenses associated with the preparation of information and personal presentations will be paid by the Issuer.

11. We will make recommendations to the Issuer as to the advisability of obtaining municipal bond insurance or other credit enhancement, or qualifications for same, for the Debt Instruments and, when directed by the Issuer, we will coordinate the preparation of such information as, in our opinion, is required for submission to the appropriate company, institution or institutions. In those cases where the advisability of personal presentation of information to the appropriate company, institution or institutions may be indicated, we will arrange for such personal presentations. The expenses associated with the preparation of information and personal presentations will be paid by the Issuer.

12. We will assist the staff of the Issuer at any advertised sale of Debt Instruments in coordinated the receipt, tabulation and comparison of bids and we will advise the Issuer as to the best bid. We will provide the Issuer with our recommendations as to acceptance or rejection of such bid.

13. As soon as a bid for the Debt Instruments is accepted by the Issuer, we will proceed to coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible. We will assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

14. We will maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments. Bond Counsel will provide an unqualified legal opinion as to the legality of the issuance of the Debt Instruments at the time of delivery.

15. If requested, we will counsel with the Issuer in the selection of a Paying Agent/Registrar for the Debt Instruments, and will assist in the preparation of agreements pertinent to these services and the fees incident thereto.

16. In the event formal verification by an independent auditor or any calculations incident to the Debt Instruments is required, we will make arrangements for such services.

17. We agree to do, or cause to be done, all work pertaining to the Debt Instruments, obtaining approval, as may be required by the Attorney General, registration by the Comptroller of Public Accounts and delivery to the purchaser. The expenses associated with the printing of the debt instruments will be paid by the Issuer.

18. After the closing of the sale and delivery of the Debt Instruments, we will deliver to the Issuer a schedule of annual debt service requirements on the Debt Instruments. In coordination with Bond Counsel, we will assure that the Paying Agent/Registrar has been provided with a copy of the authorizing ordinance, order or resolution.

19. We will attend any and all meeting of governing body of the Issuer, its staff, representatives or committees as requested and at the Issuer's expense, at all times when we may be of assistance or service and the subject of financing is to be discussed.

20. We will immediately advise the Issuer and its staff, including written notification of material changes, proposed or enacted, in Federal and State laws and regulations which would affect the municipal bond market.

21. We will work with the Issuer, its staff and any consultants employed by the Issuer in developing financial feasibility studies and analyzing alternative financing plans.

IV.

In addition to the services set out above, we agree to provide the following services when so requested:

1. We will provide our advice as to the investment of certain funds of the Issuer. We will, when so directed, purchase those investments authorized to be purchased and we will charge a normal and customary commission for each such transaction.

2. We will provide our advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.

3. We will provide our advice and assistance in the development of, and financing for, any capital improvement programs of the Issuer.

4. We will provide our advice and assistance in the development of the long-range financing plan of the Issuer.

5. We will provide any other financial planning services as may be requested by the Issuer.

V.

The fee due Estrada Hinojosa & Company, Inc. in accordance with Appendix A attached hereto, any other fees as may be mutually agreed and all expenses for which Estrada Hinojosa & Company, Inc. is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser.

VI.

The parties agree that proper venue for any suits arising from this contract will lie exclusively in Hidalgo County and State District Courts of Hidalgo County, Texas.

VII.

This Agreement shall become effective at the date of acceptance by the Issuer set out herein below and remain in effect thereafter for a period of three years from the date of acceptance, with the Issuer's option to renew for two additional years, under the same rates terms and conditions. Provided, however, this Agreement may be terminated with or without cause by the Issuer upon thirty (30) days' written notice. In the event of such termination, it is understood and agreed that only the amount due to Estrada Hinojosa & Company, Inc. for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. This Agreement is submitted in triplicate originals.

When accepted by the Issuer, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and Estrada Hinojosa & Company, Inc. for the purposes and the considerations herein specified. Acceptance will be indicated by the signature of authorized officials of the Issuer together with the date of acceptance on all three copies and the return of two executed copies to Estrada Hinojosa & Company, Inc.

Respectfully submitted,

ESTRADA HINOJOSA & COMPANY, INC.

By: _____

This agreement is accepted by the Issuer this ____ day of _____, 2014.

HIDALGO COUNTY, TEXAS

By: Ramon Garcia

Ramon Garcia, County Judge
COUNTY OF HIDALGO, TEXAS

ATTEST:

By: _____
COUNTY CLERK

Approved by Commissioners' Court
on 6/30/14 RG

Approved as to form:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain, Attorney

APPENDIX A

For services rendered by Estrada Hinojosa in connection with the issuance of debt, our Best and Final Offer fee schedule for General Obligation Bond issues sold either competitive or negotiated will be as follows:

Base-fee - Any Issue - $4,250

Plus	$ 10.00 per	$1,000	up to	$ 1,000,000	or	$14,250 for	$ 1,000,000 Bond Proceeds
Plus	5.00 per	$1,000	next	1,500,000	or	21,750 for	2,500,000 Bond Proceeds
Plus	3.00 per	$1,000	next	2,500,000	or	29,350 for	5,000,000 Bond Proceeds
Plus	2.00 per	$1,000	next	5,000,000	or	39,350 for	10,000,000 Bond Proceeds
Plus	1.25 per	$1,000	next	10,000,000	or	51,850 for	20,000,000 Bond Proceeds
Plus	.95 per	$1,000	anything over	20,000,000			

Revenue Bond or Certificate of Obligation or Refunding Issues -- Fees shall be the amount shown above plus a 20% additional charge.

For any financial assistance secured from a Federal or State Agency the fee for such issue shall be 140% of the above fee schedule for debt or grants received from such agencies.

At the time that Debt Instruments are delivered, the Estrada Hinojosa will bill the County for each issue of Debt Instruments an amount which will include the fee calculated on the above schedule as well as third party invoices and fixed costs and expenses allocated to a bond sale(s) on a per issue basis, where applicable, incurred on behalf of the County for the following items, if applicable:

Bond Counsel fees
Bond rating and/or credit enhancement fees
Personal meetings with bond rating agencies and/or credit enhancement providers
Preparation and printing of the Notice of Sale, Official Statement, and Uniform Bid Form
Reports of independent auditors or consultants
Travel expenses of Company personnel
Messenger, overnight delivery, photocopying, postage and telephone
Underwriter and Underwriter's counsel when negotiated deal occurs
Computer structuring and miscellaneous expenses, amount to be approved by Commissioner's Court prior to each issuance;

Our fees and expenses are contingent upon the County receiving funds and payable only to Estrada Hinojosa from proceeds delivered at closing. Expenses are borne by the Firm until the closing in accordance with the contract between the County and Estrada Hinojosa.

We understand that the County may require considerable assistance on an ongoing basis. Estrada Hinojosa proposes an annual retainer fee of $30,000 plus reimbursement of reasonable out-of-pocket expense. This retainer fee covers ongoing financial advisory services provided to the Issuer as set forth in Section III of our proposed contract, in addition to any professional fees charged in connection with the issuance of debt. In the event the work performed under Section III results in the issuance of debt, the annual retainer fee will be waived if the fee charged for the bond transaction is in excess of $30,000 during that calendar year.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roach Howard Smith & Barton 8750 N. Central Expressway Suite 500 Dallas TX 75231	CONTACT NAME: Helen Stuart PHONE (A/C, No, Ext): (972) 744-2704 FAX (A/C, No): (972) 744-2804 E-MAIL ADDRESS: hstuart@rhsb.com
INSURED (214) 658-1670 Estrada Hinojosa & Co., Inc. 1717 Main Street Suite 4700 Dallas TX 75201	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Sentinel Ins Co LTD — 11000 INSURER B: XL Specialty Ins Co — 37885 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 27678 **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						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR			46SBARP9786	10/23/2013	10/23/2014	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO			46SBARP9786	10/23/2013	10/23/2014	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION$							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability			ELU13444514	5/28/2014	5/28/2015	Limit each claim and Aggregate	2,000,000
							SIR	500,000

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

General liability policy includes a blanket automatic additional insured endorsement or provision that provides additional insured status to certificate holder only when there is a written contract between named insured and certificate holder that requires such status. General liability policy contains a special endorsement or provision with "primary additional insured" wording. General liability policy includes a blanket automatic waiver of subrogation endorsement or provision that provides this feature only when there is a written contract between named insured and certificate holder that requires it.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus 281

Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bart Tucker

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/19/14

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 Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	**CONTACT NAME:** Aon Risk Services, Inc of Florida **PHONE (A/C, No, Ext):** 800-743-8130 **FAX (A/C, No):** 800-522-7514 **EMAIL ADDRESS:** ADP.COI.Center@Aon.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** New Hampshire Ins Co — 23841
INSURED ADP TotalSource CO XXII, Inc 10200 Sunset Drive Miami, FL 33173 ALTERNATE EMPLOYER Estrada Hinojosa & Company Inc 1717 Main Street Ste 4700 Dallas, TX 75201	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 888129 **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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	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	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WC 094179822 TX	07/01/14	07/01/15	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All worksite employees working for the above named client company, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. The above named client is an alternate employer under this policy.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

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POLICY HOLDER NOTICE

CERTIFICATE HOLDER CANCELLATION NOTICE SCHEDULE

Should this policy be cancelled before the expiration date hereof, the producer will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to do so shall impose no obligation or liability of any kind upon the insurer, the producer, or the respective agents or representatives of each.

SCHEDULE:

CERTIFICATE HOLDERS AS IDENTIFIED ON THE MOST RECENT QUARTERLY SCHEDULE OF CERTIFICATE HOLDERS PROVIDED BY THE INSURED'S BROKER OF RECORD TO THE INSURER.

APPROVED

AI-45142 **Purchasing Department 21. A. 1.**

CC - REGULAR

Meeting Date: 06/30/2014

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Letter of Engagement/Agreement for Financial Advisory Services Project with the firm of: Estrada - Hinojosa & Company, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

possible funding source: to be paid from the proceeds of the debt issued

From agreement (V & Appendix A):

V. The fee due Estrada Hinojosa & Company, Inc. in accordance with Appendix A attached hereto, any other
fees as may be mutually agreed and all expenses for which Estrada Hinojosa & Company, Inc. is entitled to reimbursement
shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser.

Appendix A. Our fees and expenses are contigent upon the County receiving funds and payable only to Estrada
Hinojosa from proceeds delivered at closing. Expenses are borne by the Firm until the closing in accordance with the contract between the County and Estrada Hinojosa.

Attachments

agreement

legal email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	06/25/2014 04:44 PM
Budget & Management	Debbie Tamez	06/26/2014 09:12 AM
Manuel Chapa	Manuel Chapa	06/26/2014 03:00 PM
Auditor's Office	Monica Badillo	06/26/2014 05:46 PM

Form Started By: Yolanda Velasquez Started On: 06/20/2014 10:59 AM

Final Approval Date: 06/26/2014

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

RE: Amendment for Financial Advisory Services

From : Steve Crain <scrain@atlashall.com> Wed, Sep 09, 2015 09:14 AM

Subject : RE: Amendment for Financial Advisory Services

To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

The amendment is fine.

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, September 09, 2015 8:45 AM
To: Steve Crain
Subject: Fwd: Amendment for Financial Advisory Services

Good morning Mr. Crain,

I was wondering if you have been able to review Amendment 1 as to form. I am planning to place an AI for next CC meeting.

Thank you and have a great day!

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: "Stephen L. Crain" <scrain@atlashall.com>
Cc: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Wednesday, September 2, 2015 9:38:51 AM
Subject: Fwd: Amendment for Financial Advisory Services

Good Morning Mr. Crain,

Attached for your review and approval, you will find Amendment No.1 as requested by the Budget Office in regard to our current Financial Advisory

Services provider.

Should you have any questions regarding this matter, do not hesitate to contact me. Thank you

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: Wednesday, September 2, 2015 9:27:05 AM
Subject: Amendment for Financial Advisory Services

Good morning Darlene,

I have drafted Amendment 1 for contract C-14-134-06-30. Please forward to legal for review.

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: "yolanda velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Tuesday, September 1, 2015 4:30:14 PM
Subject: Fwd: Hidalgo co contract

For your contract file.
Thanks,
Marty S.

From: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
To: "valde guerra" <valde.guerra@co.hidalgo.tx.us>, "Ray Eufracio" <ray.eufracio@auditor.co.hidalgo.tx.us>, "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>
Cc: "Dina Treviño" <dina.trevino@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Reynaldo Salazar" <rey.salazar@co.hidalgo.tx.us>
Sent: Tuesday, September 1, 2015 4:23:52 PM
Subject: Fwd: Hidalgo co contract

All,

Attached for your review and comment are proposed changes to the Financial Advisory Contract. Please advise if you have any issues, comments or concerns.

Sergio Cruz

Budget Officer
County of Hidalgo, Texas
Department of Budget & Management
Office: (956) 292-7000 Ext. 5424
Fax: (956) 292-7035
sergio.cruz@co.hidalgo.tx.us

From: "Dave Gordon" <dgordon@ehmuni.com>
To: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
Cc: "Noe Hinojosa" <noe@ehmuni.com>
Sent: Wednesday, August 26, 2015 12:01:10 PM
Subject: RE: Hidalgo co contract

Sergio, per our conversation, attached are the three files again: a) original fee schedule as approved, b) proposed new fee schedule, and c) red-line showing changes.

If the Auditor is good then I suggest you have the Court approve the changes as discussed.

We will work on the costs of issuance budget for these transactions in over the next week or two to have the Court approve when they approve the sales.

Thanks,

Dave Gordon
Managing Director
Estrada Hinojosa & Company, Inc.
1717 Main Street, 47th Floor
Dallas, TX 75201
(214) 658-1670 Office
(214) 658-1671 Fax
(214) 743-1386 Direct
dgordon@ehmuni.com

This email is intended for the use of the party to which it is addressed and may contain information that is confidential and the property of Estrada Hinojosa & Company, Inc. ("Estrada Hinojosa"). If you are not the intended recipient you are hereby notified that any use of the information contained herein is strictly prohibited and we ask that you delete this message. Estrada Hinojosa is not responsible for any recommendation, solicitation, offer or agreement or any information about transactions, customer accounts or account activity in this email. Internet communications are not assured to be secure or clear of inaccuracies as information could be intercepted, corrupted, lost , destroyed, or contain viruses and Estrada Hinojosa accepts no responsibility for any errors or omissions that are present in this message, or any attachments.

(214) 658-1671 Fax

(214) 743-1386 Direct
dgordon@ehmuni.com

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FIRST AMENDMENT TO AGREEMENT FOR FINANCIAL ADVISORY SERVICES

WITNESSETH:

WHEREAS, Hidalgo County, Texas (the "Issuer"), and Estrada Hinojosa & Company Inc.,("EHC") previously entered into a certain Agreement for Financial Advisory Services, effective as of June 30, 2014 (the "Agreement"); and

WHEREAS, the Issuer and EHC desire to amend the Agreement to clarify and adjust the fees to be charged for the provision of such Financial Advisory Services.

NOW THEREFORE, the Issuer and EHC, in consideration of the mutual covenants and agreements contained in the Agreement and those set forth herein, do hereby agree to amend the Agreement as follows:

AMENDMENTS

"Appendix A" attached to the Agreement shall be replaced in its entirety with the revised "Appendix A" attached hereto as Attachment A.

MODIFICATIONS

The Agreement, except as amended by this First Amendment to Agreement for Financial Advisory Services, remains in effect in all other respects.

IN WITNESS WHEREOF, the parties have made and executed this Amendment in multiple copies, each of which shall be an original, effective as of September 15, 2015.

ESTRADA, HINOJOSA & COMPANY

By: _____
Noe Hinojosa, Jr., President

HIDALGO COUNTY

By: _____

Name: _____

Title: _____

ATTACHMENT A

APPENDIX A

For services rendered by Estrada Hinojosa in connection with the issuance of debt, our Best and Final Offer fee schedule for General Obligation Bond issues sold either competitive or negotiated will be as follows:

Base-fee - Any Issue - $4,250

Plus	$ 10.00 per	$1,000 up to	$1,000,000	or	$14,250 for	$	1,000,000	Bond Proceeds
Plus	5.00 per	$1,000 next	1,500,000	or	21,750 for		2,500,000	Bond Proceeds
Plus	3.00 per	$1,000 next	2,500,000	or	29,350 for		5,000,000	Bond Proceeds
Plus	2.00 per	$1,000 next	5,000,000	or	39,350 for		10,000,000	Bond Proceeds
Plus	1.25 per	$1,000 next	10,000,000	or	51,850 for		20,000,000	Bond Proceeds
Plus	.95 per	$1,000 anything over 20,000,000						

Revenue Bond or Certificate of Obligation or Refunding Issues -- Fees shall be the amount shown above plus a 20% additional charge.

For any financial assistance secured from a Federal or State Agency the fee for such issue shall be 140% of the above fee schedule for debt or grants received from such agencies

At the time that Debt Instruments are delivered, Estrada Hinojosa will bill the County for each issue of Debt Instruments an amount which will include the fee calculated on the above schedule as well as third party invoices and fixed costs and expenses allocated to a bond sale(s) on a per issue basis, where applicable, incurred on behalf of the County for the following items, if applicable:

Third-Party Invoices*

-Bond Counsel fees and expenses
-Bond rating fees
-Paying Agent/Registrar/Trustee fees
-Other third-party invoices, if applicable
-Underwriter and Underwriter's counsel (negotiated sales only)
-Verification Agent Fees
-Credit enhancement fees
-Attorney General fees

Fixed Fees

-Preparation of an Official Statement (POS and FOS) fixed at $6,500 per document
-Preparation of a Notice of Sales / Uniform Bid Form fixed at $2,500 per series
-Travel expenses fixed at $5,000 per sale unless a different fixed amount is negotiated and approved by Commissioners Court prior to issuance.
-Miscellaneous expenses (including messenger, overnight delivery, photocopying, postage and telephone) fixed at $2,500 per sale unless a different fixed amount is negotiated and approved by the Commissioners Court prior to issuance.

Approved by Court – Amounts for Computer Structuring to be approved by Commissioner's Court prior to each issuance.

Our fees and expenses are contingent upon the County receiving funds and payable only to Estrada-Hinojosa from proceeds delivered at closing. Expenses are borne by the Firm until the closing in accordance with the contract between the County and Estrada Hinojosa.

* Supporting documentation (e.g., copies of checks and/or paid invoices) will be required.

We understand that the County may require considerable assistance on an ongoing basis. Estrada Hinojosa will charge an annual retainer fee of $30,000 plus reimbursement of reasonable out-of-pocket expenses. This retainer fee covers ongoing financial advisory services provided to the Issuer as set forth in Section III of the contract, in addition to any professional fees charged in connection with the issuance of debt. In the event the work performed under Section III results in the issuance of debt, the annual retainer fee will be waived if the fee charged for the bond transaction is in excess of $30,000 during that calendar year.

AI-51280 **Purchasing Department** **22. L. 1.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the responsible vendor submitting the lowest and best bid [and meeting all specifications and/or requirements] for the purpose of award and approval of contract for Request for Sealed Quotes titled: Hidalgo County (all funding sources) - "Purchase of Straw Hats" through project No. 2015-282-09-08-SGS but in no event to exceed $50K sealed bid threshold.

BACKGROUND

1. Six packets were sent out and received 2 responses.
2. New contract will commence on Dec. 06, 2015
3. Contract document was reviewed and approved by Legal Counsel as to form
4. 2014 Expenditures approx. $5K

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-280-001-0-605

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

BUDGETARY IMPACT:

Sheriff's $ 18,638.37 as of 09/11/15

on an "as needed basis"

Attachments

Recommendation, tab , participation log & expenditures etc

Approval & contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/11/2015 02:30 PM
Budget & Management	Debbie Tamez	09/11/2015 03:17 PM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Sandy Suarez		Started On: 09/09/2015 10:05 AM
Final Approval Date: 09/11/2015		

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Lt Richard Ozuna. III
Hidalgo County Sheriff's Office

ATTN: Juan Tapia, Procurement Specialist

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: **September 08, 2015**

RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST**
Bid No. 2015-282-09-08-SGS- Hidalgo County (all funding sources, programs & entities)-"Purchase of Straw Hats"

We have received two (2) responses for the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the low bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Tuesday, September 15, 2015 @11:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting.**

Indicate the name of the Vendor(s) in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS:
Kali'fa's
Budget Acct No.: S-1100-421.00-280-001-0-605

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Richard Ozuna	HCSO	9/8/15

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
REQUEST FOR SEALED QUOTE TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

RFSQ OPENING DATE: SEPTEMBER 08, 2015	**RFSQ OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "PURCHASE OF STRAW HATS"

RFSQ NO: 2015-282-09-08-SGS	**BUYER: Sandy Suarez**

	PARTICIPATING VENDOR	**UNIT PRICE**
1	**Kalifa's Western Wear**	**$ 67.50**
2.	Boots & Jeans	$ 69.00 (will size & shape all hats at No extra charge)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFSQ

BID OPENING DATE: SEPTEMBER 08, 2015 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/ RFSQ DESCRIPTION: "PURCHASE OF STRAW HATS"

RFSQ NO: 2015-282-09-08-SGS BUYER II: SANDY SUAREZ

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. KALIFA'S WESTERN WEAR, INC. **Attn: Abdala Kalifa**	EM	Sandy Suarez	08/18/15	209 S. 16th th Street McAllen, Texas 78501 956-687-5392 956-630-0813 kalifa7@aol.com
2. BOOTS & JEANS, INC. **Attn: Martin Masso** **(Mail out only)**	BLM	Sandy Suarez	08/18/15	2005 W. Expressway 83 Weslaco, Texas 78596 956-968-8150 F 956-969-3486 martymasso@hotmail.com
3. BULLRIDER WESTERN WEAR **Attn: Gary Meade**	EM	Sandy Suarez	08/18/15	1606 S. 77 Sunshine Strip Harlingen, Texas 78550 956-425-7291 stmeade@gmail.com
4. CAVENDER'S WESTERN OUTFITTER **Attn: Brian Ward**	EM	Sandy Suarez	08/18/15	3300 Expressway 83 Ste 900 McAllen, Texas 78501 956-687-2668 cbc051@cavenders.com
5. BOOT JACK **Attn: Mindy Clem**	EM	Sandy Suarez	08/18/15	6601 N. 10th Street McAllen, Texas 78504 956-630-5144 Mindyc@bootjack.com
6. LIONEL'S WESTERN WEAR **Attn: Sandy Pena**	EM	Sandy Suarez	08/18/15	332 So Texas Weslaco, TX. 78596 956-968-2552 sandypena@aol.com

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
E-MAIL REQUEST (EMR)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT COMPARISON SHEET

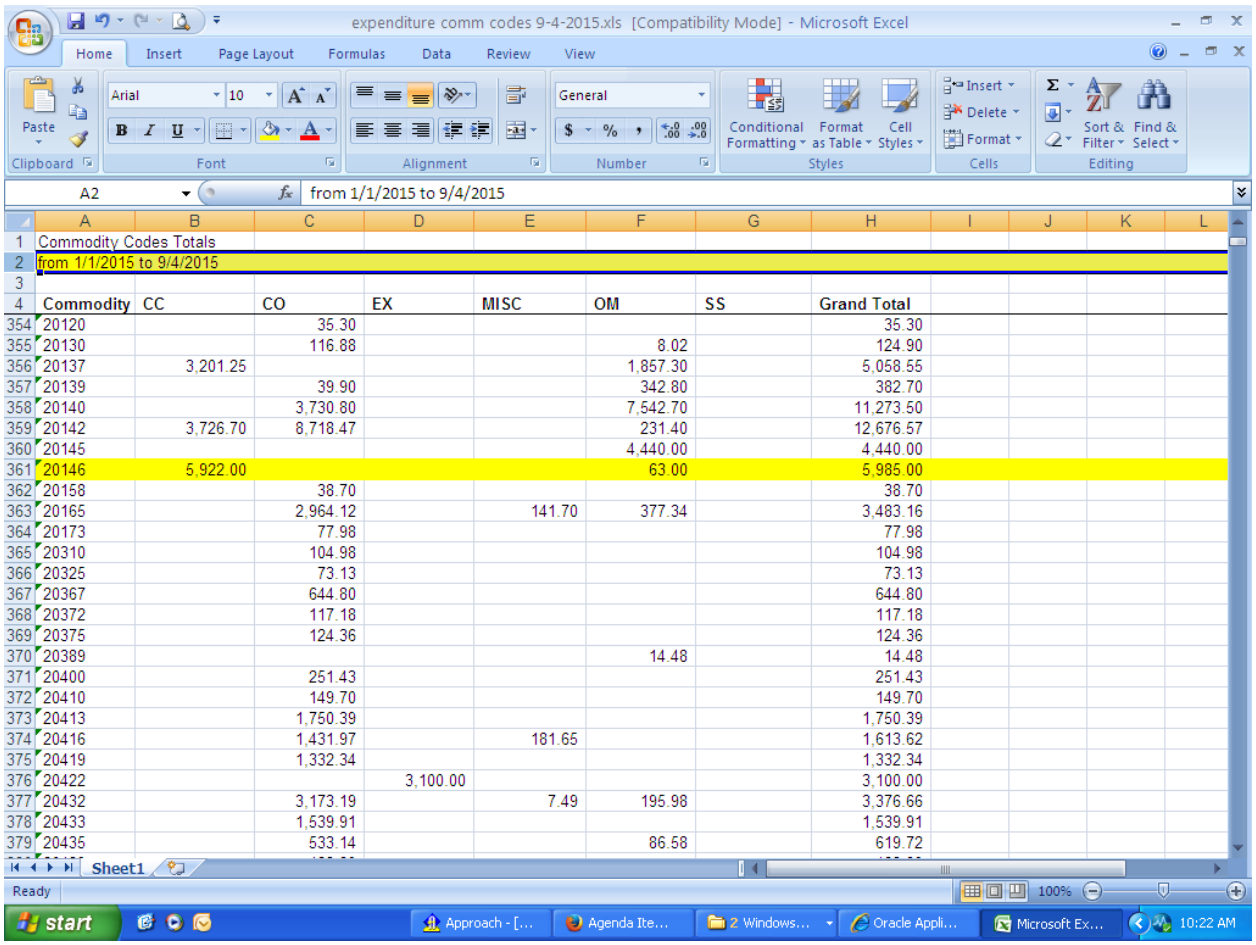
DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

BID OPENING DATE: September 08, 2015	**SEALED QUOTE OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "PURCHASE OF STRAW HATS"

RFSQ NO: 2015-282-09-08-SGS	**BUYER: Sandy Suarez**

Current Vendor	**Unit Price**	**Difference**
KALIFA'S WESTERN WEAR McAllen, TX	$ 63.00	**$ 4.50**
Proposed Vendor	**Unit Price**	
KALIFA'S WESTERN WEAR McAllen, TX	**$ 67.50**	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Home
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A2
from 1/1/2015 to 9/4/2015
Commodity Codes Totals
from 1/1/2015 to 9/4/2015
Commodity | CC | CO | EX | MISC | OM | SS | Grand Total
20120 | | 35.30 | | | | | 35.30
20130 | | 116.88 | | | 8.02 | | 124.90
20137 | 3,201.25 | | | | 1,857.30 | | 5,058.55
20139 | | 39.90 | | | 342.80 | | 382.70
20140 | | 3,730.80 | | | 7,542.70 | | 11,273.50
20142 | 3,726.70 | 8,718.47 | | | 231.40 | | 12,676.57
20145 | | | | | 4,440.00 | | 4,440.00
20146 | 5,922.00 | | | | 63.00 | | 5,985.00
20158 | | 38.70 | | | | | 38.70
20165 | | 2,964.12 | | 141.70 | 377.34 | | 3,483.16
20173 | | 77.98 | | | | | 77.98
20310 | | 104.98 | | | | | 104.98
20325 | | 73.13 | | | | | 73.13
20367 | | 644.80 | | | | | 644.80
20372 | | 117.18 | | | | | 117.18
20375 | | 124.36 | | | | | 124.36
20389 | | | | | 14.48 | | 14.48
20400 | | 251.43 | | | | | 251.43
20410 | | 149.70 | | | | | 149.70
20413 | | 1,750.39 | | | | | 1,750.39
20416 | | 1,431.97 | | 181.65 | | | 1,613.62
20419 | | 1,332.34 | | | | | 1,332.34
20422 | | | 3,100.00 | | | | 3,100.00
20432 | | 3,173.19 | | 7.49 | 195.98 | | 3,376.66
20433 | | 1,539.91 | | | | | 1,539.91
20435 | | 533.14 | | | 86.58 | | 619.72
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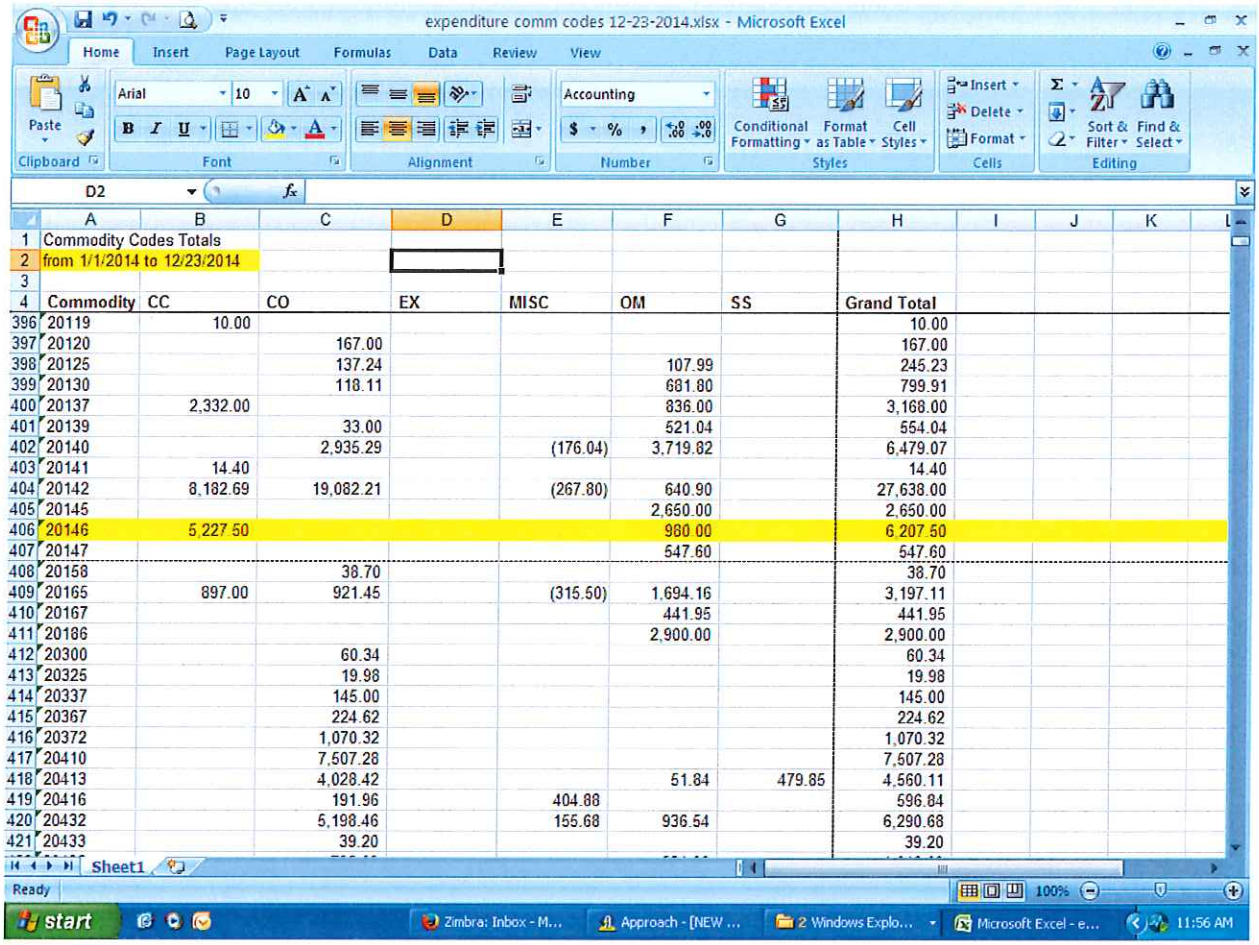

	A	B	C	D	E	F	G	H	I	J	K	L
1	Commodity Codes Totals											
2	from 1/1/2014 to 12/23/2014											
3												
4	Commodity	CC	CO	EX	MISC	OM	SS	Grand Total				
396	20119	10.00						10.00				
397	20120		167.00					167.00				
398	20125		137.24			107.99		245.23				
399	20130		118.11			681.80		799.91				
400	20137	2,332.00				836.00		3,168.00				
401	20139		33.00			521.04		554.04				
402	20140		2,935.29		(176.04)	3,719.82		6,479.07				
403	20141	14.40						14.40				
404	20142	8,182.69	19,082.21		(267.80)	640.90		27,638.00				
405	20145					2,650.00		2,650.00				
406	20146	5,227.50				980.00		6,207.50				
407	20147					547.60		547.60				
408	20158		38.70					38.70				
409	20165	897.00	921.45		(315.50)	1,694.16		3,197.11				
410	20167					441.95		441.95				
411	20186					2,900.00		2,900.00				
412	20300		60.34					60.34				
413	20325		19.98					19.98				
414	20337		145.00					145.00				
415	20367		224.62					224.62				
416	20372		1,070.32					1,070.32				
417	20410		7,507.28					7,507.28				
418	20413		4,028.42			51.84	479.85	4,560.11				
419	20416		191.96		404.88			596.84				
420	20432		5,198.46		155.68	936.54		6,290.68				
421	20433		39.20					39.20				

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve - Contract# C-15-282-09-15-Kalifa's Western Wear-Hid Co

From : Steve Crain <scrain@atlashall.com> Wed, Sep 09, 2015 04:32 PM

Subject : RE: Review & Approve - Contract# C-15-282-09-15-Kalifa's Western Wear-Hid Co 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Looks good.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, September 09, 2015 3:53 PM
To: Stephen L. Crain
Cc: Marynel Trevino; Martha Salazar; Sandy Suarez; Darlene H. Betancourt
Subject: Review & Approve - Contract# C-15-282-09-15-Kalifa's Western Wear-Hid Co

Mr. Crain-

Please review and approve as to form (attached hereto) agreement with **Kalifa's Western Wear** for the purposes of **"Purchase of Straw Hats"** for **Hidalgo County.**

**** Note: will place on next CC agenda for final approval.**

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

---

image001.gif
345 B

REQUIREMENTS AGREEMENT
C-15-282-09-15

THIS AGREEMENT (the "Agreement") is entered into effective as of the **15th** day of **September, 2015** by and between **KALIFA'S WESTERN WEAR, INC.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"PURCHASE** of **STRAW HATS" (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed Quotes (RFSQ) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFSQ") for a period of **one (1) year**;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements a copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

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 and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** term. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **December 6, 2015** and expire on **December 5, 2016** and it is agreed that the Products will meet the Specifications in the Request for Sealed Quotes (RFSQ) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. 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
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller: **Kalifa's Western Wear, Inc.**
Attn: Abdala Kalifa, President
209 South 16th Street
McAllen, Texas 78501

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

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

j. **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.

k. **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

l. **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.

m. **Insurance.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **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).

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.

p. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: _____, *2015*

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
KALIFA'S WESTERN WEAR, INC.

By:_____
Printed Name: Abdala Kalifa
Title: President

EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

August 18, 2015

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Seals Quotes -**"PURCHASE OF STRAW HATS "**
RFSQ Bid No: 2015-282-09-08-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Sealed Quotes process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4860.

Sincerely,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR SEALED QUOTES (RFSQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"PURCHASE OF STRAW HATS"
RFSQ NO: 2015-282-09-08-SGS

Item	Description	No. of Pages
1.	Request for Sealed Quotes Letter	1
2.	Request for Sealed Quotes, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	4
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8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	8

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) 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.

Sandy Suarez, Buyer II

August 18, 2015
Date

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY

"PURCHASE OF STRAW HATS"

OPENING DATE:
September 08, 2015 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed quotes will be received for **"- HIDALGO COUNTY PURCHASE OF STRAW HATS"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants 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 RFSQ.

2. All RSFQs are required with the Participants 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: **"RFSQ NO.: 2015-282-09-08-SGS-HIDALGO COUNTY-PURCHASE OF STRAW HATS"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address: 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. Tuesday, September 08, 2015.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFSQs 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 RFSQ NO.: 2015-282-09-08-SGS.

Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all RFSQs 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 RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the RFSQ 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 RFSQs and re-advertise.

5. **For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.**

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 RFSQs including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQ.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ 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 Sealed Quotes. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

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 RFSQ 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, 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 Participant
  b) Name and address of receiving department or official
  c) Purchase Order Number and contract number (if any)
  d) Notation-**"HIDALGO COUNTY-PURCHASE OF STRAW HATS"** 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
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

RFSQ Opening 9:30 A.M.	**September 08, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. ~~BID OR PERFORMANCE BOND; PAYMENT UNDER CONTRACT (IF APPLICABLE FOR PUBLIC WORKS PROJECTS):~~

- ~~If the contract proposed is for the construction of public works or is for a contract 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.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice,

investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or RFSQ 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. RFSQs, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;

- 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 Participant 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 participant 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 participant, or of any agent, employee, subcontractor or supplier of successful participant 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 participant 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 participant'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 participant.

28. Successful participant 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 Sealed Quote shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant 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 participant 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.

Request for Seal Quote
for
HIDALGO COUNTY
"PURCHASE OF STRAW HATS"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 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 participant further agrees, upon acceptance of its RFSQ, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County
"Purchase of Straw Hats"
RFSQ No.:2015-282-09-08-SGS

PROJECT OVERVIEW:

Hidalgo County is requesting sealed quotes for an annual contract for *"PURCHASE OF STRAW HATS"* on an as needed basis, but in no event to exceed the $50,000.00 (per year) statutory bid limit including, but not limited to the following:

I. GENERAL REQUIREMENTS

1. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any RFSQ that does not meet the minimum requirements and/or specifications will be rejected.

2. Hidalgo County is to receive pamphlets or Catalogues enclosed in Bid responses.

3. All Straw Hats must be **new** and unused.

4. This contract is to be used by any Hidalgo County Law Enforcement Officer.

5. Prices must be firm for the entire contract period and each consecutive contract period.

6. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Straw Hats" on an "**As Needed Basis**" including, but not limited to, the following:

II. SPECIFICATIONS: All hats must match officer hats presently in services.

STETSONS STRAW HATS (equal or better)

STYLE:	Rancher
MATERIAL:	Genuine Shantung Panama
COLOR	Natural
CROWN HEIGHT	**4 ¾" , 5"**
SWEAT BAND:	Smooth Leather (Brown Color)
QUALITY:	10X
TYPE:	Round and Regular Oval
BRIM:	3.5 and 4"
CROWN EYELETS:	3 Eyelets on Both Sides
HAT BAND:	Black two cord
STOCK SIZES:	All hats shall be available in regular, wide oval, long oval or extra long oval shape in sizes: 6 ½ " thru 7 ⅞"
MADE:	U.S.A.
PACKAGING:	Hats are to be shipped in individual boxes of sufficient strength to withstand transportation by common carrier and to assure carrier and to assure safe arrival at the delivery point. All hat boxes will have makings on the exterior indicating the hat size (This does not apply to local vendors).

TERMS & CONDITIONS:

1. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

2. All RFSQ prices for items shall take into consideration shipping and handling costs.

3. Hidalgo County has the authority to utilize State Contracts whenever it is in the County's best interest to do so.

4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays.

5. Hidalgo County reserves the right to hold RFSQs for a period of ninety (90) days without taking any action.

6. The Insurance Requirements for this project to be maintained throughout the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

7. Hidalgo County reserves the right to award to one (1) or multiple vendors if the County determines it is in its best interest to do so.

8. Award the contract to the responsible participant who summits the lowest and best bid or may reject all bids and issues a new solicitation. If two responsible participants summit the lowest and best, bid will be made to the responsible participant(s) submitting the lowest bid prices for the item(s) as specified.

9. Any contract awarded to a successful bidder will be in effect until;
   A.) The contract expires
   B.) Delivery acceptance of products and/or performance of services ordered, or
   C.) Terminated by County with thirty (30) day's written notice prior to be cancellation

10. Hidalgo County reserves the right to refuse and reject any/all request for sealed quotes and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most valuable to Hidalgo County.

III. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases Might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

EXHIBIT "A"

Specifications/Requirements
Hidalgo County
"Purchase of Straw Hats"
RFSQ No.:2015-282-09-08-SGS

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFSQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Sandy Suarez, Buyer II, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or e-mail to sandy.suarez@co.hidalgo.tx.us by no later than, **Monday, August 31, 2015 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Wednesday, September 02, 2015 by 5:00 p.m.**

EXHIBIT "B"

RFSQ Page

HIDALGO COUNTY

"PURCHASE OF STRAW HATS"

RFSQ NO. 2015-282-09-08-SGS

***NOTE:** THE QUOTE PRICE SHOULD INCLUDE ANY ADDITIONAL COST

Internal use only: NIGP Commodity Code: 201-46 (Hats, straw)

DESCRIPTION	UNIT PRICE
STRAW HATS	$_____

Specify Any Comments or Deviation:_____

_____

_____

_____

_____

ACKNOWLEDGMENT FORM

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.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELL NUMBER: _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or 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** 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.

Revised 03/11/11

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					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 bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS FORM MUST ACCOMPANY BID PACKET)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds (if applicable): _____.
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 (if applicable), 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

(THIS FORM MUST ACCOMPANY BID PACKET)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY
Date Received

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.

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.:**

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.

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”

BID PAGE

EXHIBIT "B"

RFSQ Page

HIDALGO COUNTY

"PURCHASE OF STRAW HATS"

RFSQ NO. 2015-282-09-08-SGS

***NOTE:** THE QUOTE PRICE SHOULD INCLUDE ANY ADDITIONAL COST

Internal use only: NIGP Commodity Code: 201-46 (Hats, straw)

DESCRIPTION	UNIT PRICE
STRAW HATS	$ 67.50

Specify Any Comments or Deviation: _____

EXHIBIT "B"

RFSQ Page

HIDALGO COUNTY

"PURCHASE OF STRAW HATS"

RFSQ NO. 2015-282-09-08-SGS

ACKNOWLEDGMENT FORM

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.

COMPANY NAME: KALIFA'S Western Wear, Inc.

ADDRESS: 209 S. 16Th. ST.

CITY/STATE/ZIP: McALLEN, TEXAS 78501

PHONE NUMBER: (956) 687-5392

FAX NUMBER: (956) 630-4524

CELL NUMBER: (956) 457-6635

CONTACT PERSON: ABDALA KALIFA

E-MAIL ADDRESS: KALIFA7@AOL.COM

AUTHORIZED SIGNATURE: Abdala Kalifa

TITLE: President

DATE: 08-26-15

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/09/2015

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 Lone Star Insurance Services, Inc. P.O. Box 3988 McAllen TX 78502	CONTACT NAME: Ruben Garza PHONE (A/C, No, Ext): 956-682-1722 FAX (A/C, No): 956-682-1742 E-MAIL ADDRESS: garzar@lonestar-ins.com
INSURED Kalifa's Western Wear, Inc. 209 S. 16th Street McAllen, TX 78501	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Indemnity Company INSURER B : Charter Oak Fire Insurance Co. INSURER C : Hartford Accident and Indemnity Insurance Company 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	
B	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ☑ PRIMARY & CONTRIBUTOR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☑ LOC ☐ OTHER	Y	N	I-660-5F588871-COF-15	02/03/2015	02/03/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000.00 $ 100,000.00 $ 5,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00
	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	☑ UMBRELLA LIAB ☑ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			CUP-SF591156	02/03/2015	02/03/2016	EACH OCCURRENCE AGGREGATE	$ 5,000,000.00 $ 5,000,000.00
C	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		65WBCAN4977	02/03/2015	02/03/2016	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000.00 $ 500,000.00 $ 500,000.00

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

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2802 South 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

Alba Luna

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KALIF-1 OP ID: DG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/06/2015

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
Ronnie Cantu Insurance
618 West Ferguson
Pharr, TX 78577
Ronnie Cantu-CL/GSM Insurors

CONTACT NAME: Ronnie Cantu-CL/GSM Insurors
PHONE (A/C, No, Ext): 956-787-8539 FAX (A/C, No): 956-787-4722
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allstate County Mutual	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kalifa's Western Wear, Inc
209 S 16th St
McAllen, TX 78501

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			648553436	10/12/2014	10/12/2015	COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$ 250,000
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 500,000
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	$ 100,000
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

2010 Toyota Sequoia SUV 5TDYY5G12AS026718
2012 Mercedes-B S550 WDDNG7DB0CA467929

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept.
2812 S Highway Bux 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
Ronnie Cantu-CL/GSM Insurors

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AI-51256 **Purchasing Department** **22. L. 2.**

CC - REGULAR

Meeting Date: 09/15/2015

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 "Hawk Analytics, Inc." for the purchase of CellHawk ; 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 Hidalgo County Commissioners Court;

C. Approval for HCSO to purchase CellHawk (includes use of the Application; all software upgrades & maintenance; and unlimited technical support provided via phone and/or email) through assigned requisition #282194 in the amount of $4,995.00;

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1228-421-00-280-006-0-340

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

BUDGETARY IMPACT:

Funds available through Req#282194.

Attachments

Memorandum - Sole Source Affidavit/Letter - Requisition/Quote

---

Form Review

Inbox	Reviewed By	Date

Purchasing Department	Marty Salazar	09/10/2015 04:09 PM
Budget & Management	Veronica Ortiz	09/10/2015 04:17 PM
Glinda Pacheco	Glinda Pacheco	09/10/2015 04:58 PM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Heidi Ortiz Started On: 09/04/2015 04:21 PM

Final Approval Date: 09/11/2015

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: September 15, 2015

RE: "Sole Source Declaration" – Hawk Analytics, Inc. - CellHawk

---

Hidalgo County Sheriff's Office requires the purchase of comprehensive software, equipment/accessories, and maintenance for the purpose of extracting and analyzing data from mobile devices in the field.

Hawk Analytics is the sole source designer, developer and owner of applications that extract rapid answers and compelling visual evidence from location-based data. Hawk Analytic's flagship product, CellHawk, is a secure, web-based application that is able to analyze, map and visually display call detail records from all cellular providers. All common file formats are supported including Sprint Reveal and Verizon RTT. Through the interactive animation program, investigators are able to play a cell phone's "track" showing its movement over time and are also able to play multiple phones at once. The drag and drop upload feature allows investigators to rapidly map thousands of calls from the files received by carriers in seconds. Custom markers allow user to add individualized markups such as pushpins, boxes, lines, labels, and such to aid in presenting analysis of the data.

Thus, Hawk Analytics – CellHawk is the sole source for all the features described herein.

Therefore, Hidalgo County Sheriff's Office requires the purchase of the CellHawk Subscription – Unlimited to include if necessary, all other related Hidalgo County Law Enforcement Agencies (from all funding sources).

This Sole Source Declaration is to remain in effect unless otherwise revoked by Hidalgo County Commissioners Court.

Req # 282194

February 23, 2015

To Whom It May Concern:

This letter is in regards to our quotation for a subscription to the CellHawk Cell Phone Mapping & Analysis service.

The intention of this letter is to provide clarification as to why this specific service needs to be sole-sourced by the department with Hawk Analytics, Inc.

Unique Product Features: This product contains features that are not available from other suppliers such as: 1) The ability to upload, map & analyze PDF files from AT&T; 2) The ability to display all cell sites from each cell phone carrier, not just the ones used by a cell phone; 3) The ability to display PCMD distance data as provided by certain CDMA cell phone carriers (e.g. Sprint Reveal Report & Verizon RTT Report); 4) The ability to animate calls from multiple phones concurrently.

Only Available from A Single Supplier: This product is available only from Hawk Analytics, Inc. who has developed the product.

Reasonable Pricing: The quoted price compares favorably to (in most cases less than) other systems in the marketplace which only provide a fraction of CellHawk's feature set.

I hope this letter provides the necessary clarification for allowing sole-sourcing of this service. Please feel free to contact me with any further question at (925) 918-3669.

Kind Regards,

Michael R. Melson
President
Hawk Analytics, Inc.
CELL: (925)918 3669
OFFICE: (951)365 2655
EMAIL: mike@hawkanalytics.com

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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 MICHAEL MELSON 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 MICHAEL MELSON. 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: HAWK ANALYTICS
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   CELLHAWK
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 _____ day of _____, 2008.

CALIFORNIA JURAT CERTIFICATE

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 4TH day of SEPTEMBER, 20 15.
by MICHAEL MELSON
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Notary Public Signature

Notary Seal

x _____
NOTARY PUBLIC

JEREMIE-JAY IGUIDEZ FURING
PRINTED NAME

MAY 10, 2018
MY COMMISSION EXPIRES

COMPANY NAME: _____

ADDRESS, CITY, STATE & ZIP CODE: _____

PHONE: _____ NUMBER: _____

CONTACT NAME AND TITLE: _____

WEB ADDRESS: _____ EMAIL: _____

FEDERAL TAX ID NUMBER: _____ TEXAS SALES TAX NUMBER: _____

NOTARY SEAL:

JEREMIE-JAY IGUIDEZ FURING
Commission # 2067743
Notary Public - California
Riverside County
My Comm. Expires May 10, 2018

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00282194
PO #
Date: 08/10/15

Bill To: x
x

Vendor : 437875
HAWK ANALYTICS, INC.
43200 BUSINESS PARK DR#109
TEMECULA CA 92590

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: EVER OCHOA
956-393-6024

Contract No: SOLE SOURCE VENDOR

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TO BE USED TO ANALYZE AND MAP CELL PHONE ACTIVITY BY THE SHERIFF'S OFFICE INVESTIGATORS DO NOT DUPLICATE ORDER		
1.00	LOT	HAWK ANALYTICS MASTER SUBSCRIPTION AGREEMENT, CELLHAWK SUBSCRIPTION - TIER- 3	4,995.00	4,995.00
		Account No	Encumbrance	
		5-1228-421-00-280-006-0-340	4,995.00	
			Freight	.00
			Total	4,995.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition # 282194

HAWK ANALYTICS

CellHawk Quote

QUOTE VALID UNTIL: 7/31/2015

Customer Billing Information			
Agency Name:	Hidalgo County Sheriff's Office		
Billing Address:	711 El Cibolo Road	City/State:	Edinburg, TX
		Zip Code:	78539

Customer Primary Contact		Customer Billing Contact	
Name:	Adam Palmer	Name:	
Title:	Investigator	Title:	
Phone:	(956)289-0350	Phone:	
Email:	adam.palmer@hidalgoso.org	Email:	

Application Subscription and Support	Total Cost

CellHawk Subscription – Tier 3
• By providing payment in response to this quote:
  • You acknowledge having received, read & understood the ***Hawk Analytics Master Subscription Agreement*** (the Agreement) updated on October 1, 2013.
  • You agree to license and use the CellHawk web-based application (the Application) according to the terms set forth in the Agreement.
• The Total Cost covers:
  • Use of the Application
  • All software upgrades & maintenance
  • Unlimited technical support provided via phone and/or email
• Acceptance of an Order by Hawk Analytics, Inc. is evidenced only by issuance to Customer of a userid and password that will permit access to the Application for the term indicated below.
 	
SUBSCRIPTION DATES: __ / __ / __ through __ / __ / __
TERM OF LICENSE AND SUBSCRIPTION: **12 months**
MAXIMUM NUMBER OF DETAIL RECORDS: **UNLIMITED**
(account audit at 5 million records)
MAXIMUM NUMBER OF USERS: **5**
	$4995

Payment Method

☐ **Please Invoice Me**

P.O. Number:	
A/P Email:	

☐ **Pay by Check**

Mail check & signed form to:
Hawk Analytics, Inc.
43200 Business Park Drive
Suite 109
Temecula, CA 92590

☐ **Pay By Credit Card**

Contact person whom we can call to obtain credit card information over the phone:

Name: _____ Phone: _____

AI-51248 **Purchasing Department** **22. L. 3.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Authority to declare surplus weaponry [18 service handguns] detailed in supporting documentation contained herein for the purpose of trade-in so as to complete the transaction and purchase the new weaponry through HC membership/participation through TASB Buyboard contract #432-13 awarded vendor, G.T. Distributors, Inc.-PO#730885 [with neither delivery of items nor release of used items until HCCC approval of this agenda item];

B. Request removal of said weaponry from HCSO fixed asset inventory so as to use for the purchase of new weaponry;

BACKGROUND

a. Hidalgo County receiving an average of 85% of original cost as trade-in amount.

b. Trade in value will amount to $10,350.00 (18 Sig Sauer 1911 Ultra Compact @ $575.00 per gun), new purchase will amount to $14,070.00 (30 Glock - PG30507, Glock G30 Gen IV @ $469.00 per gun); Accessories (Holster Mag/RH/Stx Tactical) Total of $1,353.90; shipping $25.00 for a total balance of $5,098.90 to be paid out to vendor by user department.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1229-421-00-280-007-0-610/660

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

BUDGETARY IMPACT:

PO# 730885 available balance as of 9-11-15 $5,098.90

Attachments

PO/REQUISITION & TRANSFER FORMS

Transfer form - weapon info

Transfer form - weapon info

Percentage Return on Weapons

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/11/2015 02:14 PM

Budget & Management	Debbie Tamez	09/11/2015 03:15 PM
Manuel Chapa	Manuel Chapa	09/11/2015 04:58 PM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM

Form Started By: Heidi Ortiz Started On: 09/04/2015 01:51 PM

Final Approval Date: 09/11/2015

Purchase Order
COUNTY OF HIDALGO

PO# 730885

DATE: 08/31/15

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 77402 REQ: 00281691

PHONE: (512)451-8298

EMAIL:

G.T. DISTRIBUTORS, INC.
P. O. BOX 16080
AUSTIN TX 78761-6080

SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

CONTACT: MYRA MONTOYA (956)393-6024

SITE: SHERIFF'S LAW ENFORCEMENT FACILITY

CONTRACT NO: BUY BOARD 432-13

SPECIAL INSTRUCTIONS:

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		BUYBOARD 432-13		
		TO BE ISSUED TO DEPUTIES IN SWAT UNIT		
18.00	EACH	CO ITEM#UG-SIG1911-45, USED GUN SIG 1911 .45ACP	-575.00	-10,350.00
30.00	EACH	CO ** ASSET # 65494 - 65523 ** ITEM#GLOCK-PG30507, GLOCK G30 GEN IV GNS	469.00	14,070.00
30.00	EACH	CO ITEM#BH-410530BK-R, BLACKHAWK SERPA HOLSTER FOR GLOCK MODEL 30	30.87	926.10
30.00	EACH	CO ITEM#SAF-074-383-131, SAFARILAND OPEN TOP SINGLE MAG/RH/STX TACTICAL	14.26	427.80
1.00	EACH	EX SHIPPING	25.00	25.00
		TOTAL:		5,098.90
		NOTE: TRADE ASSUMES BOX AND 3 MAGAZINES REVIEW CHA$E HAZARDS MISSING BOX OR 1-866-427-7233 *SUBTRACT $18.00 FOR MISSING MAGAZINEZ		
		NOTE: ALL GUNS MUST BE FULLY FUNCTIONAL TO RECEIVE FULL TRADE VALUE.		
		NOTE: QUOTATION REFLECTS BUYBOARD CONTRACT 432-13 CONTRACT PERIOD 4/1/14-3/31/17		
		********** For Hidalgo County use only **********		
		5-1229-421-00-280-007-0-610	1,378.90	
		5-1229-421-00-280-007-0-660	3,720.00	

Authorized by: Martha L Salazar PhD

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00281691
PO # 730885
Date: 08/03/15

Bill To: x
x

Vendor : 77402
G.T. DISTRIBUTORS, INC.
P. O. BOX 16080
AUSTIN TX 78761-6080

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: EVER OCHOA
956-393-6024

Contract No: BUY BOARD 432-13

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 432-13		
		TO BE ISSUED TO DEPUTIES IN SWAT UNIT		
		DO NOT DUPLICATE ORDER		
18.00	EACH	CO ITEM#UG-SIG1911-45, USED GUN SIG 1911 .45ACP	-575.00	-10,350.00
30.00	EACH	CO ** ASSET # 65494 - 65523 ** ITEM#GLOCK-PG30507, GLOCK G30 GEN IV GNS	469.00	14,070.00
30.00	EACH	CO ITEM#BH-410530BK-R, BLACKHAWK SERPA HOLSTER FOR GLOCK MODEL 30	30.87	926.10
30.00	EACH	CO ITEM#SAF-074-383-131, SAFARILAND OPEN TOP SINGLE MAG/RH/STX TACTICAL	14.26	427.80
1.00	EACH	EX SHIPPING	25.00	25.00
		Account No	Encumbrance	
		5-1229-421-00-280-007-0-610	1,378.90	
		5-1229-421-00-280-007-0-660	3,720.00	
			Freight	.00
			Total	5,098.90
		NOTE: TRADE ASSUMES BOX AND 3 MAGAZINES *SUBTRACT $5.00 FOR MISSING GUN BOX *SUBTRACT $18.00 FOR MISSING MAGAZINEZ		
		NOTE: ALL GUNS MUST BE FULLY FUNCTIONAL TO RECEIVE FULL TRADE VALUE.		
		NOTE: QUOTATION REFLECTS BUYBOARD CONTRACT 432-13 CONTRACT PERIOD 4/1/14-3/31/17		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

RECEIVED JUN 22 2015 By

@ 6/22/15 TRANSFER TO: SURPLUS-TRADE IN 9999

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION	TF#
TRANSFER FROM:	HIDALGO COUNTY SHERIFF'S OFFICE	711 EL CIBOLO RD., EDINBURG	2015-322

CONTACT INFORMATION:

NAME (PRINT RICHARD OZUNA | PHONE. 956-393-6022 | FAX NO.: 956-393-6021 | E-MAIL: RICHARD.OZUNA@HIDALGOSO.ORG

PROCESSED

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	SIG SAUER 1911 ULTRA COMPACT	53796	GS45636	G
2	SIG SAUER 1911 ULTRA COMPACT	53797	GS45637	G
3	SIG SAUER 1911 ULTRA COMPACT	53798	GS45638	G
4	SIG SAUER 1911 ULTRA COMPACT	53799	GS45639	G
5	SIG SAUER 1911 ULTRA COMPACT	53800	GS45640	G
6	SIG SAUER 1911 ULTRA COMPACT	53801	GS45641	G
7	SIG SAUER 1911 ULTRA COMPACT	55265	GS64298	G
8	SIG SAUER 1911 ULTRA COMPACT	55343	GS64429	G
9	SIG SAUER 1911 ULTRA COMPACT	55344	GS64435	G
10	SIG SAUER 1911 ULTRA COMPACT	55345	GS64436	G

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: Trade in - coop vendor GTC

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*		
Contact Person transferring item(s) out	Richard Ozuna		6-16-2015
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 22 2015 BY

6/22/15

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

TRANSFER TO: SURPLUS-TRADE IN 9991

	DEPARTMENT NAME	LOCATION
TRANSFER FROM:	HIDALGO COUNTY SHERIFF'S OFFICE	711 EL CIBOLO RD., EDINBURG

TF# 2015-323

CONTACT INFORMATION:

NAME (PRINT RICHARD OZUNA | PHONE. 956-393-6022 | FAX NO.: 956-393-6021 | 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	SIG SAUER 1911 ULTRA COMPACT	55263	GS64855	G
2	SIG SAUER 1911 ULTRA COMPACT	55264	GS87978	G
3	SIG SAUER 1911 ULTRA COMPACT	56094	GS91787	G
4	SIG SAUER 1911 ULTRA COMPACT	56093	GS91788	G
5	SIG SAUER 1911 ULTRA COMPACT	56092	GS91789	G
6	SIG SAUER 1911 ULTRA COMPACT	56091	GS91790	G
7	SIG SAUER 1911 ULTRA COMPACT	56090	GS93521	G
8	SIG SAUER 1911 ULTRA COMPACT	56089	GS93522	G
9				
10				

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: TRADE IN - COOP VENDOR GTR

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		
Contact Person transferring item(s) out	Richard Ozuna		6-16-2015
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 22 2015
By

@ 6/22/15

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

TRANSFER TO: SURPLUS-TRADE IN 9999

	DEPARTMENT NAME	LOCATION	TF#
TRANSFER FROM:	HIDALGO COUNTY SHERIFF'S OFFICE	711 EL CIBOLO RD., EDINBURG	2015-322

CONTACT INFORMATION:

NAME (PRINT RICHARD OZUNA | PHONE. 956-393-6022 | FAX NO.: 956-393-6021 | 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	SIG SAUER 1911 ULTRA COMPACT	53796	GS45636	G
2	SIG SAUER 1911 ULTRA COMPACT	53797	GS45637	G
3	SIG SAUER 1911 ULTRA COMPACT	53798	GS45638	G
4	SIG SAUER 1911 ULTRA COMPACT	53799	GS45639	G
5	SIG SAUER 1911 ULTRA COMPACT	53800	GS45640	G
6	SIG SAUER 1911 ULTRA COMPACT	53801	GS45641	G
7	SIG SAUER 1911 ULTRA COMPACT	55265	GS64298	G
8	SIG SAUER 1911 ULTRA COMPACT	55343	GS64429	G
9	SIG SAUER 1911 ULTRA COMPACT	55344	GS64435	G
10	SIG SAUER 1911 ULTRA COMPACT	55345	GS64436	G

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC
	280-000	1100	—		TI
	280-000	1100	—		TI
	280-000	1100	—		TI
	280-000	1100	—		TI
	280-000	1100	—		TI
	280-000	1100	—		TI
	280-000	1100	—		TI
	280-000	1100	—		TI
	280-000	1100	—		TI
	280-000	1100	—		TI

	FROM	TO
DEPT.	280	9999
AMOUNT $	—	$ —

JUSTIFICATION FOR TRANSFER: Trade in - coop vendor GTC

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

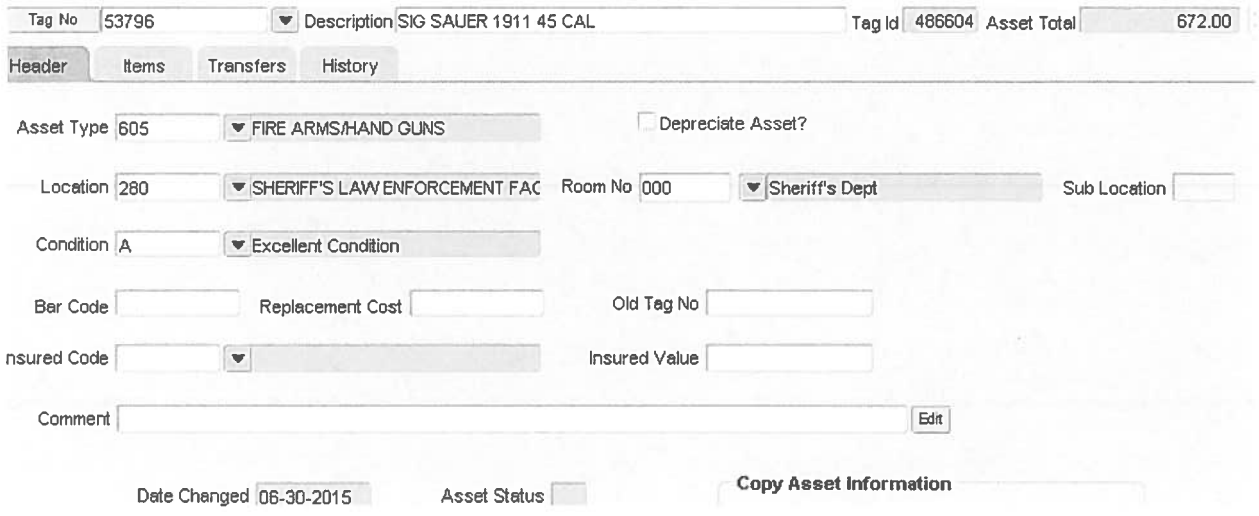
	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	9-10-15
Contact Person transferring item(s) out	Richard Ozuna		6-16-2015
Person receiving Item(s)			
Reviewed & Processed by FA Division	ACUEDA "AGGIE" GARCIA		9/10/15

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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Transfers
History
Asset Type 605
FIRE ARMS/HAND GUNS
Depreciate Asset?
Location 280
SHERIFF'S LAW ENFORCEMENT FAC
Room No 000
Sheriff's Dept
Sub Location
Condition A
Excellent Condition
Bar Code
Replacement Cost
Old Tag No
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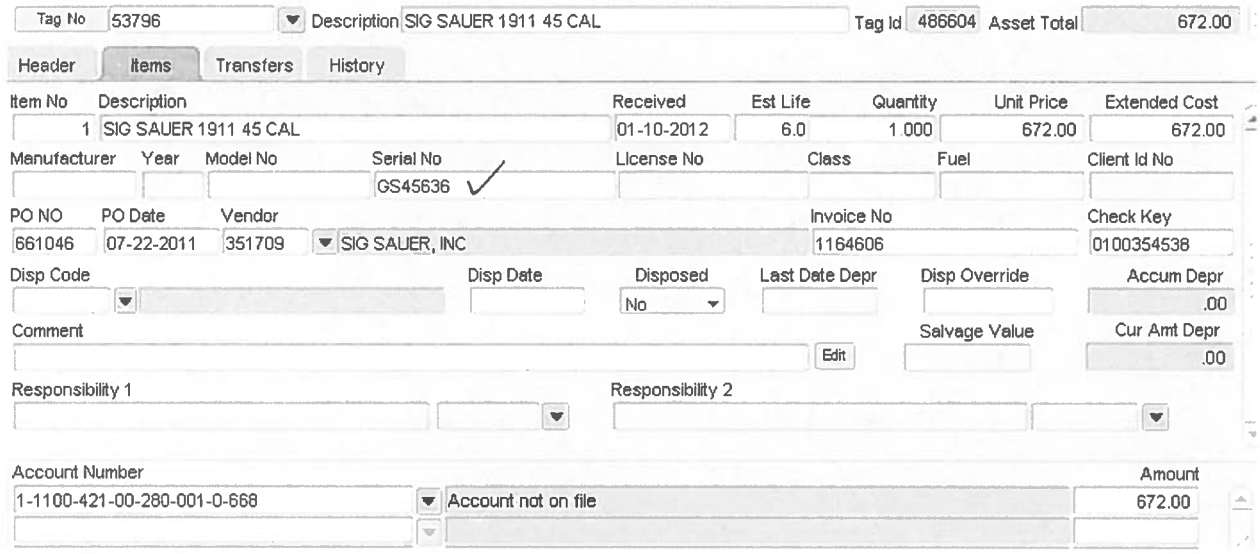
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Tag Id 486604
Asset Total 672.00
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Transfers
History
Item No
Description
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Est Life
Quantity
Unit Price
Extended Cost
1
SIG SAUER 1911 45 CAL
01-10-2012
6.0
1.000
672.00
672.00
Manufacturer
Year
Model No
Serial No
License No
Class
Fuel
Client Id No
GS45636
PO NO
PO Date
Vendor
Invoice No
Check Key
661046
07-22-2011
351709
SIG SAUER, INC
1164606
0100354538
Disp Code
Disp Date
Disposed
Last Date Depr
Disp Override
Accum Depr
No
.00
Comment
Edit
Salvage Value
Cur Amt Depr
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Responsibility 1
Responsibility 2
Account Number
Amount
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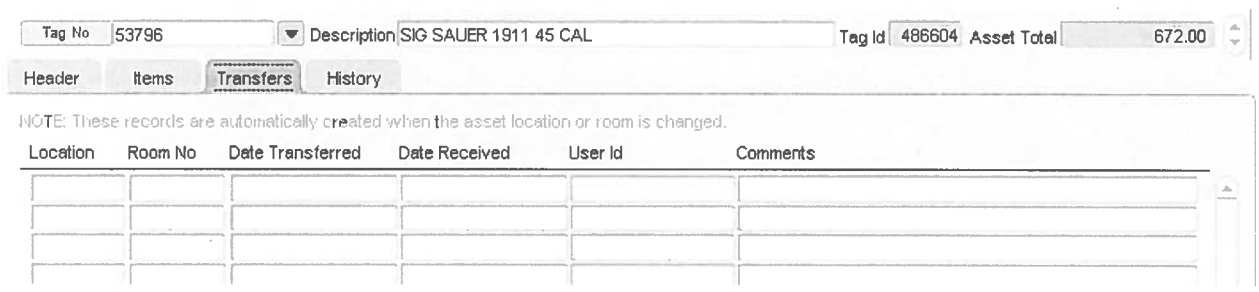
Account not on file
672.00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Transfers
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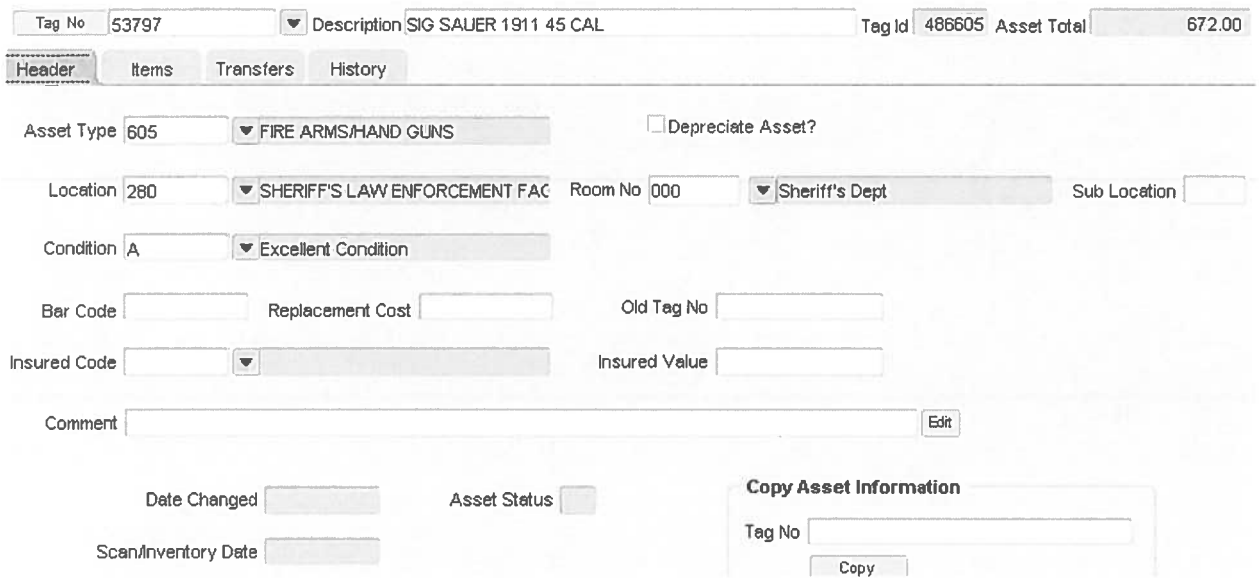
Room No
Date Transferred
Date Received
User Id
Comments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Transfers
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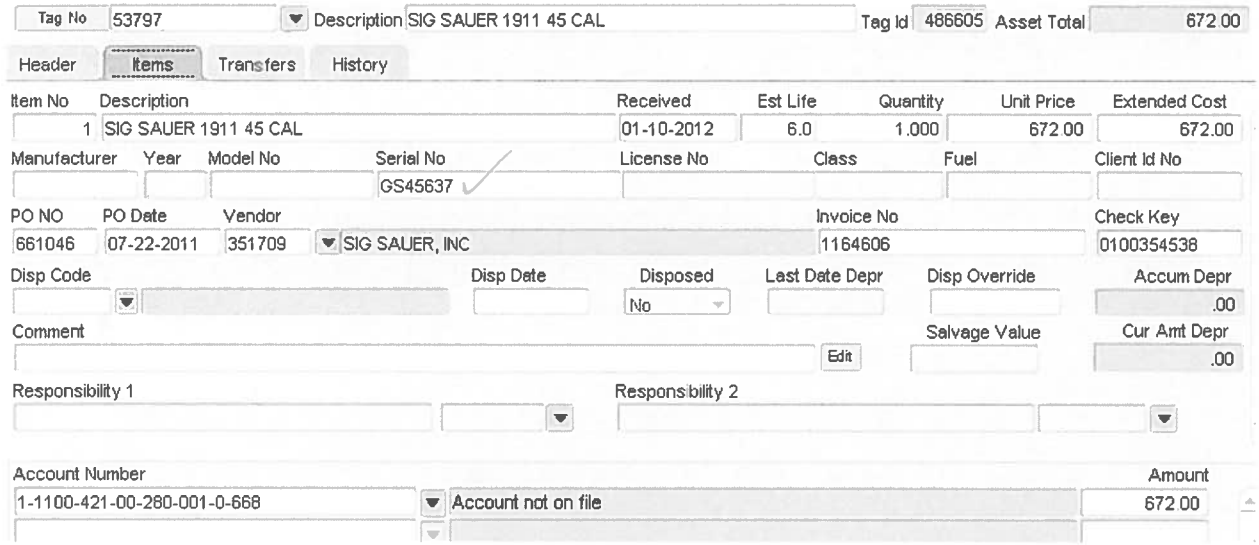
Asset Type 605
FIRE ARMS/HAND GUNS
Depreciate Asset?
Location 280
SHERIFF'S LAW ENFORCEMENT FAC
Room No 000
Sheriff's Dept
Sub Location
Condition A
Excellent Condition
Bar Code
Replacement Cost
Old Tag No
Insured Code
Insured Value
Comment
Edit
Date Changed
Asset Status
Scan/Inventory Date
Copy Asset Information
Tag No
Copy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Tag Id 486605
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Header
Items
Transfers
History
Item No
Description
Received
Est Life
Quantity
Unit Price
Extended Cost
1
SIG SAUER 1911 45 CAL
01-10-2012
6.0
1.000
672.00
672.00
Manufacturer
Year
Model No
Serial No
License No
Class
Fuel
Client Id No
GS45637
PO NO
PO Date
Vendor
Invoice No
Check Key
661046
07-22-2011
351709
SIG SAUER, INC
1164606
0100354538
Disp Code
Disp Date
Disposed
Last Date Depr
Disp Override
Accum Depr
No
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Comment
Salvage Value
Cur Amt Depr
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Responsibility 2
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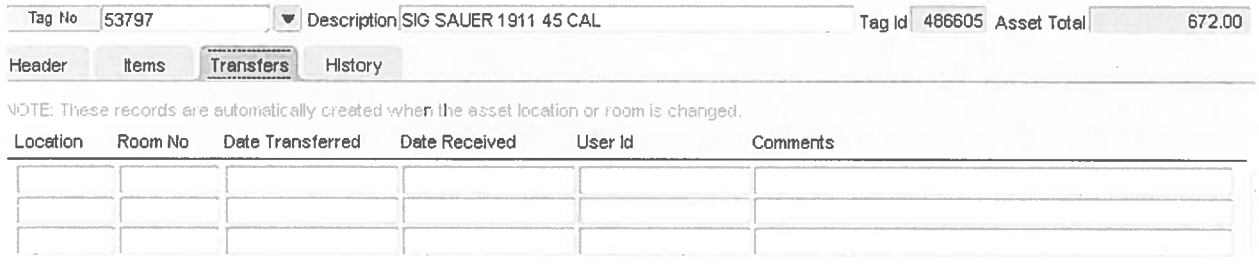
Account not on file
672.00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Transfers
History
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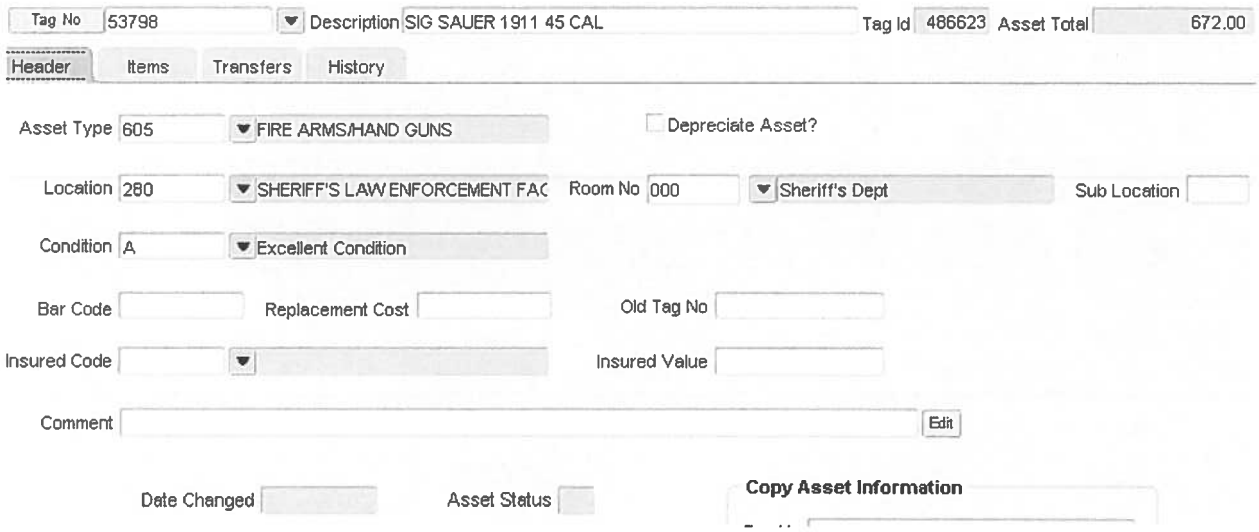
Room No
Date Transferred
Date Received
User Id
Comments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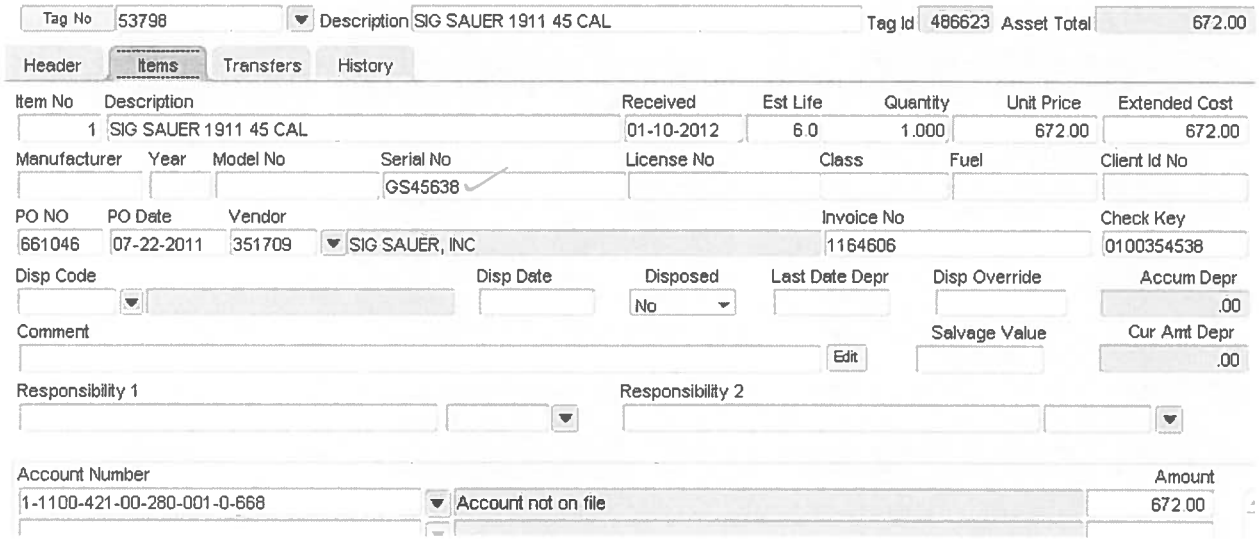
Tag Id 486623
Asset Total 672.00
Header
Items
Transfers
History
Asset Type 605
FIRE ARMS/HAND GUNS
Depreciate Asset?
Location 280
SHERIFF'S LAW ENFORCEMENT FAC
Room No 000
Sheriff's Dept
Sub Location
Condition A
Excellent Condition
Bar Code
Replacement Cost
Old Tag No
Insured Code
Insured Value
Comment
Edit
Date Changed
Asset Status
Copy Asset Information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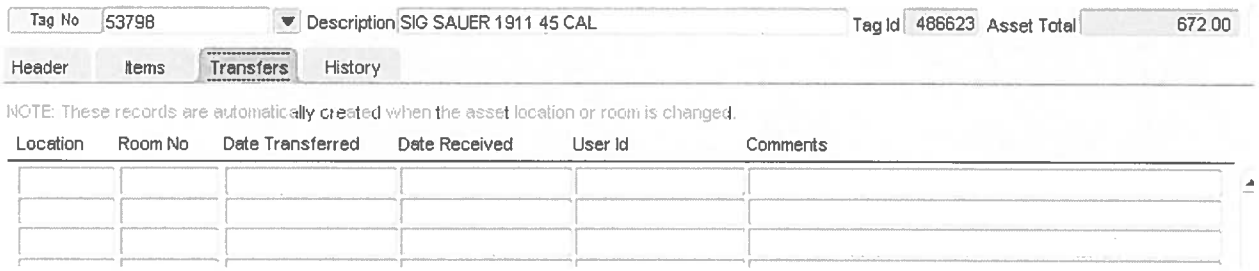
Description SIG SAUER 1911 45 CAL
Tag Id 486623
Asset Total 672.00
Header
Items
Transfers
History
Item No
Description
Received
Est Life
Quantity
Unit Price
Extended Cost
1
SIG SAUER 1911 45 CAL
01-10-2012
6.0
1.000
672.00
672.00
Manufacturer
Year
Model No
Serial No
License No
Class
Fuel
Client Id No
GS45638
PO NO
PO Date
Vendor
Invoice No
Check Key
661046
07-22-2011
351709
SIG SAUER, INC
1164606
0100354538
Disp Code
Disp Date
Disposed
Last Date Depr
Disp Override
Accum Depr
No
.00
Comment
Salvage Value
Cur Amt Depr
Edit
.00
Responsibility 1
Responsibility 2
Account Number
Amount
1-1100-421-00-280-001-0-668
Account not on file
672.00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Tag Id 486623
Asset Total 672.00
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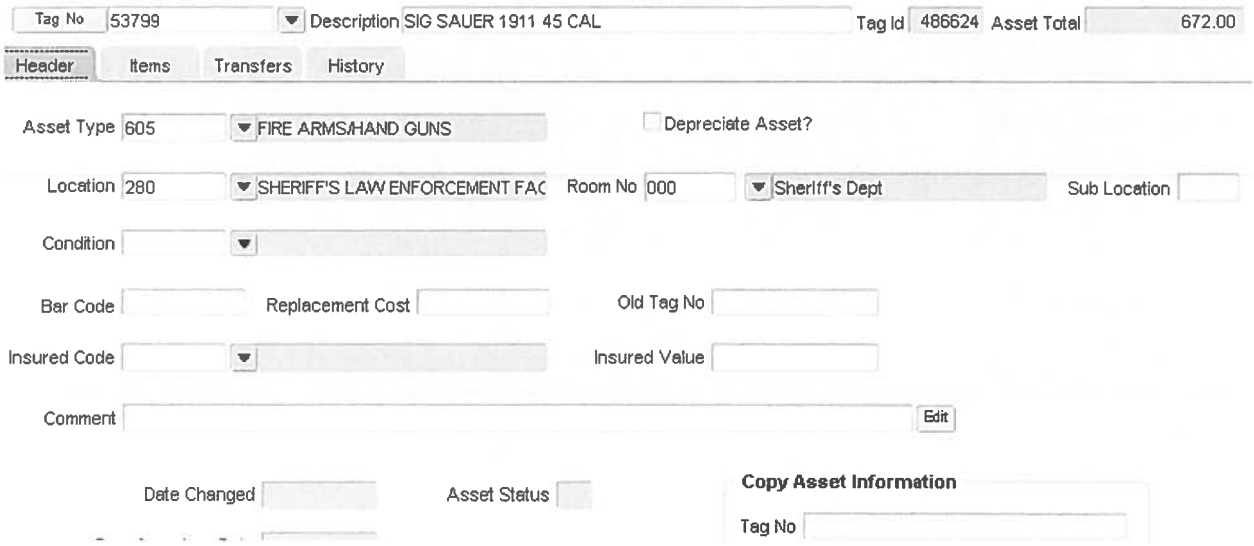
Items
Transfers
History
NOTE: These records are automatically created when the asset location or room is changed.
Location
Room No
Date Transferred
Date Received
User Id
Comments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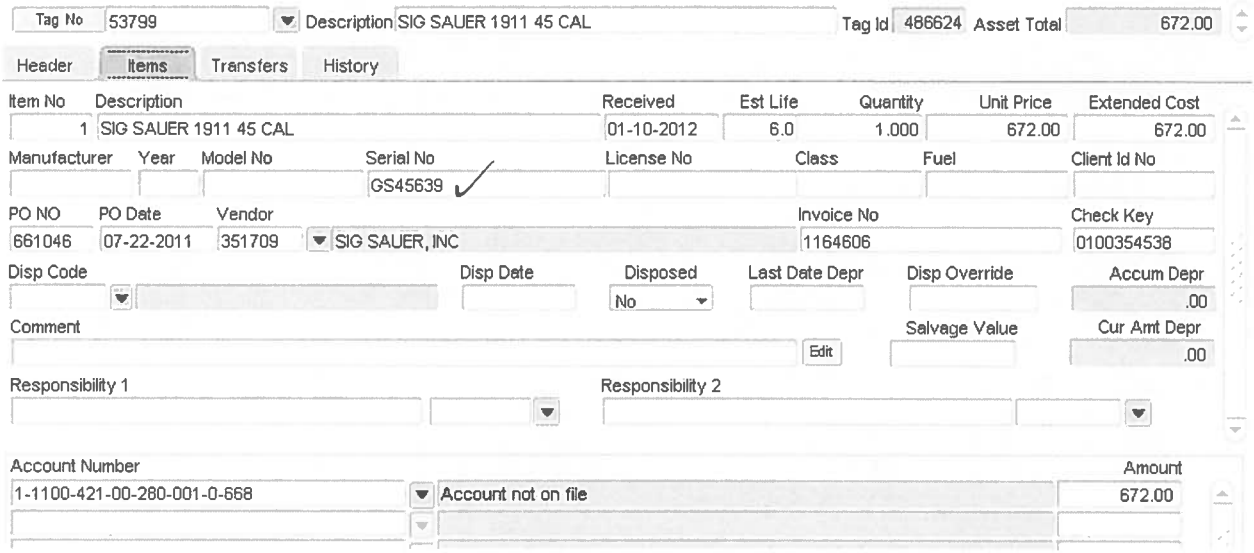
Tag Id 486624
Asset Total 672.00
Header
Items
Transfers
History
Asset Type 605
FIRE ARMS/HAND GUNS
Depreciate Asset?
Location 280
SHERIFF'S LAW ENFORCEMENT FAC
Room No 000
Sheriff's Dept
Sub Location
Condition
Bar Code
Replacement Cost
Old Tag No
Insured Code
Insured Value
Comment
Edit
Date Changed
Asset Status
Copy Asset Information
Tag No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Description SIG SAUER 1911 45 CAL
Tag Id 486624
Asset Total 672.00
Header
Items
Transfers
History
Item No
Description
Received
Est Life
Quantity
Unit Price
Extended Cost
1
SIG SAUER 1911 45 CAL
01-10-2012
6.0
1.000
672.00
672.00
Manufacturer
Year
Model No
Serial No
License No
Class
Fuel
Client Id No
GS45639
PO NO
PO Date
Vendor
Invoice No
Check Key
661046
07-22-2011
351709
SIG SAUER, INC
1164606
0100354538
Disp Code
Disp Date
Disposed
Last Date Depr
Disp Override
Accum Depr
No
.00
Comment
Edit
Salvage Value
Cur Amt Depr
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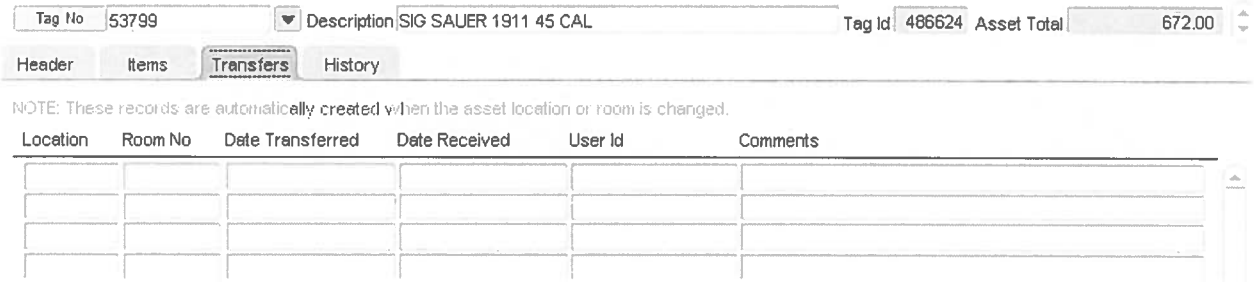
Responsibility 1
Responsibility 2
Account Number
Amount
1-1100-421-00-280-001-0-668
Account not on file
672.00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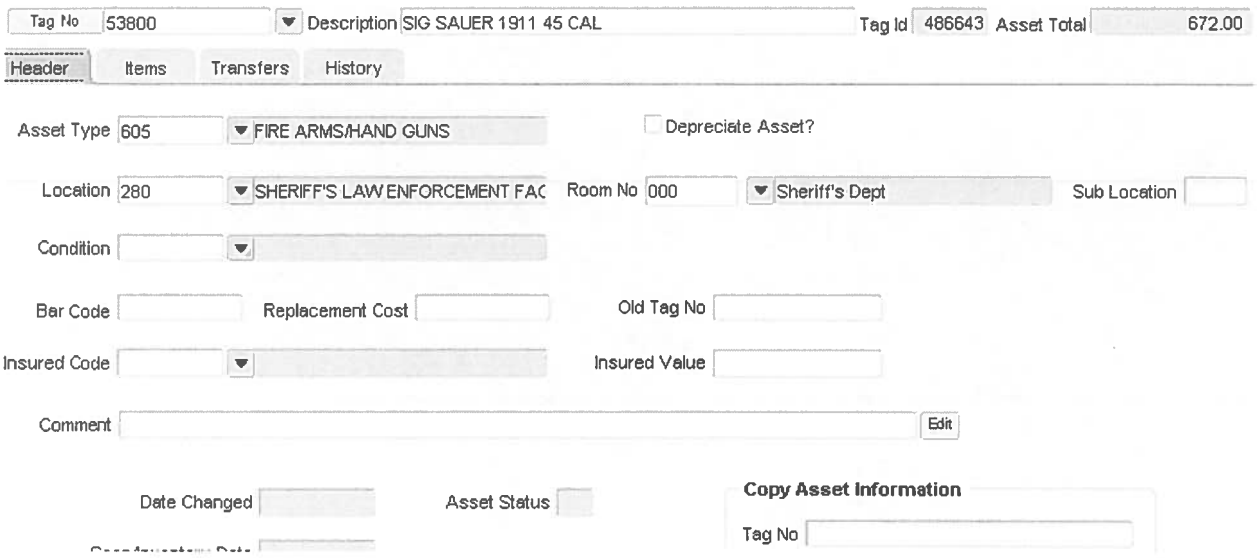
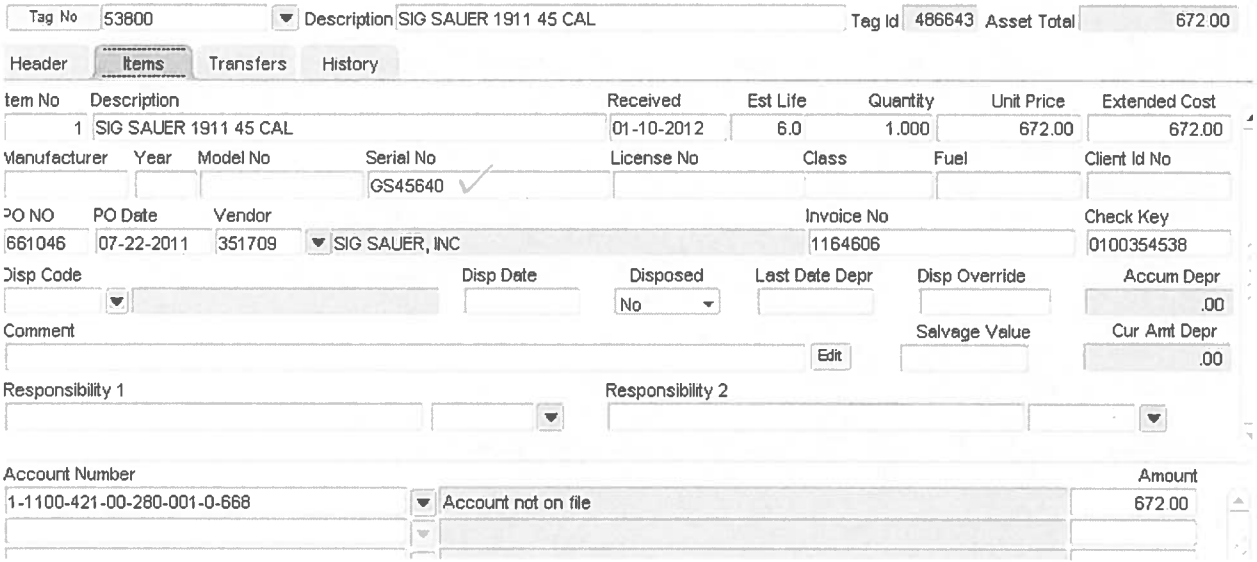
Tag Id 486624
Asset Total 672.00
Header
Items
Transfers
History
NOTE: These records are automatically created when the asset location or room is changed.
Location
Room No
Date Transferred
Date Received
User Id
Comments


Tag No 53800
Description SIG SAUER 1911 45 CAL
Tag Id 486643
Asset Total 672.00
Header
Items
Transfers
History
Asset Type 605
FIRE ARMS/HAND GUNS
Depreciate Asset?
Location 280
SHERIFF'S LAW ENFORCEMENT FAC
Room No 000
Sheriff's Dept
Sub Location
Condition
Bar Code
Replacement Cost
Old Tag No
Insured Code
Insured Value
Comment
Edit
Date Changed
Asset Status
Copy Asset Information
Tag No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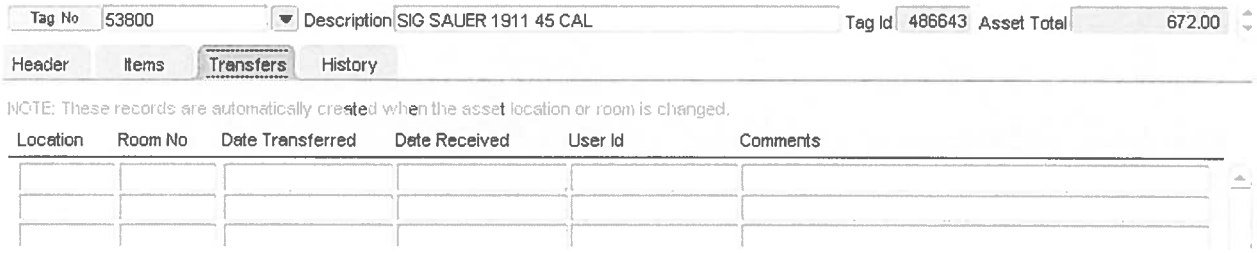
Description SIG SAUER 1911 45 CAL
Tag Id 486643
Asset Total 672.00
Header
Items
Transfers
History
Item No
Description
Received
Est Life
Quantity
Unit Price
Extended Cost
1
SIG SAUER 1911 45 CAL
01-10-2012
6.0
1.000
672.00
672.00
Manufacturer
Year
Model No
Serial No
License No
Class
Fuel
Client Id No
GS45640
PO NO
PO Date
Vendor
Invoice No
Check Key
661046
07-22-2011
351709
SIG SAUER, INC
1164606
0100354538
Disp Code
Disp Date
Disposed
Last Date Depr
Disp Override
Accum Depr
No
.00
Comment
Edit
Salvage Value
Cur Amt Depr
.00
Responsibility 1
Responsibility 2
Account Number
Amount
1-1100-421-00-280-001-0-668
Account not on file
672.00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Tag Id 486643
Asset Total 672.00
Header
Items
Transfers
History
NOTE: These records are automatically created when the asset location or room is changed.
Location
Room No
Date Transferred
Date Received
User Id
Comments

Tag No 53801 Description SIG SAUER 1911 45 CAL Tag Id 486644 Asset Total 672.00

Header | Items | Transfers | History

Asset Type 605 FIRE ARMS/HAND GUNS

Depreciate Asset?

Location 280 SHERIFF'S LAW ENFORCEMENT FAC Room No 000 Sheriff's Dept Sub Location

Condition A Excellent Condition

Bar Code Replacement Cost Old Tag No

nsured Code Insured Value

Comment Edit

Date Changed Asset Status

ScanInventory Date

Copy Asset Information

Tag No

Tag No 53801 Description SIG SAUER 1911 45 CAL Tag Id 486644 Asset Total 672.00

Header | Items | Transfers | History

Item No	Description	Received	Est Life	Quantity	Unit Price	Extended Cost
1	SIG SAUER 1911 45 CAL	01-10-2012	6.0	1.000	672.00	672.00

Manufacturer	Year	Model No	Serial No	License No	Class	Fuel	Client Id No
			GS45641 ✓				

PO NO	PO Date	Vendor		Invoice No	Check Key
661046	07-22-2011	351709	SIG SAUER, INC	1164606	0100354538

Disp Code	Disp Date	Disposed	Last Date Depr	Disp Override	Accum Depr
		No			.00

Comment Edit

Salvage Value

Cur Amt Depr .00

Responsibility 1

Responsibility 2

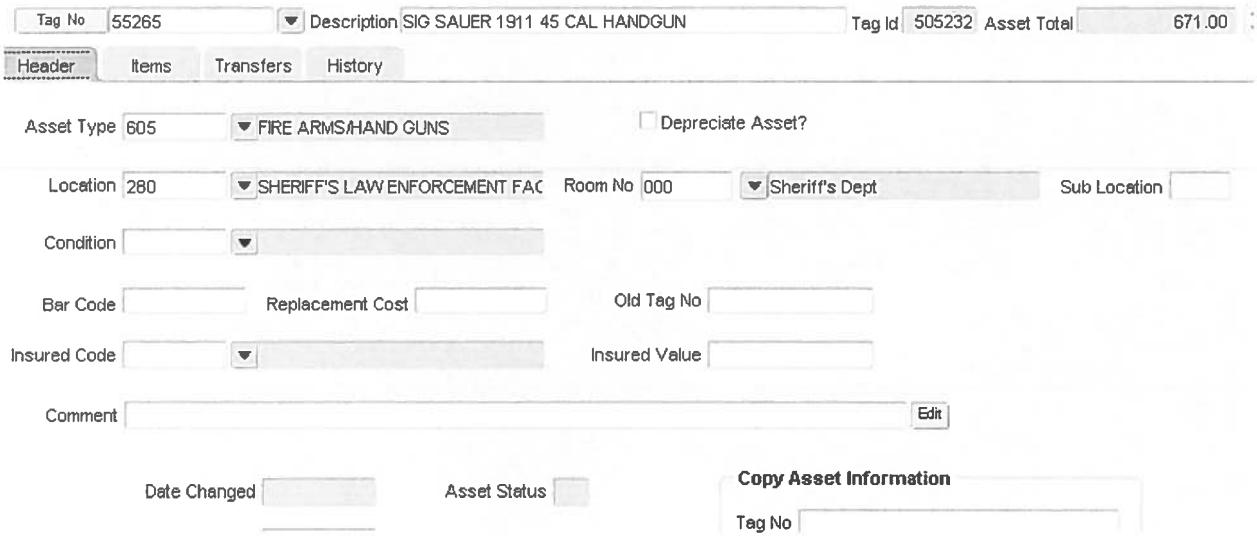
Account Number		Amount
1-1100-421-00-280-001-0-668	Account not on file	672.00

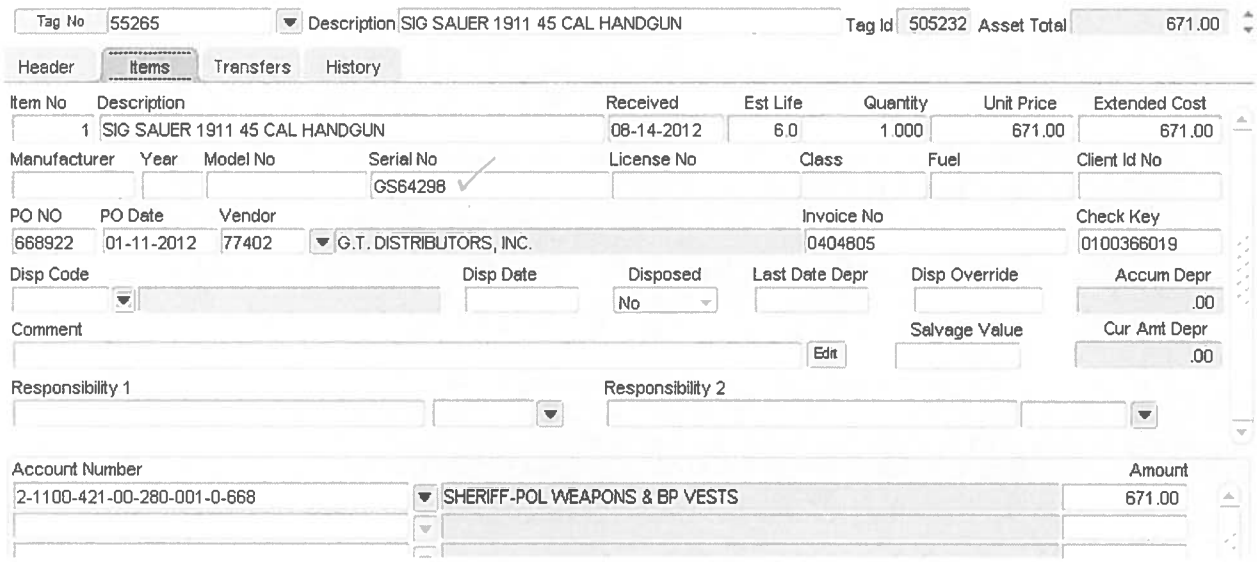
Tag No 53801 Description SIG SAUER 1911 45 CAL Tag Id 486644 Asset Total 672.00

Header | Items | Transfers | History

NOTE: These records are automatically created when the asset location or room is changed.

Location	Room No	Date Transferred	Date Received	User Id	Comments


Tag No 55265
Description SIG SAUER 1911 45 CAL HANDGUN
Tag Id 505232
Asset Total 671.00
Header
Items
Transfers
History
Asset Type 605
FIRE ARMS/HAND GUNS
Depreciate Asset?
Location 280
SHERIFF'S LAW ENFORCEMENT FAC
Room No 000
Sheriff's Dept
Sub Location
Condition
Bar Code
Replacement Cost
Old Tag No
Insured Code
Insured Value
Comment
Edit
Date Changed
Asset Status
Copy Asset Information
Tag No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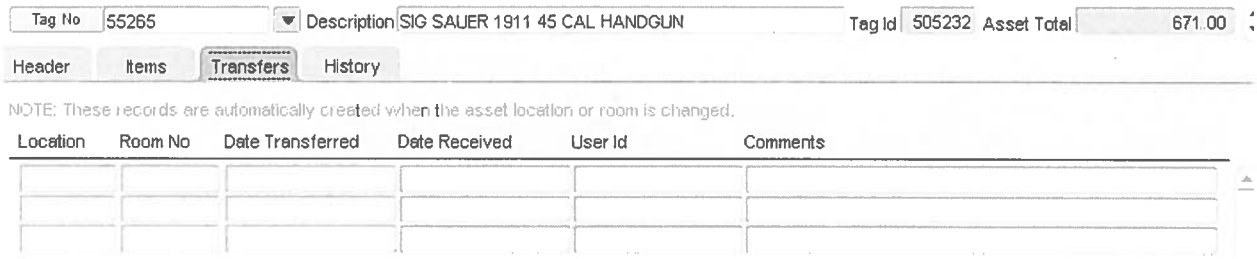
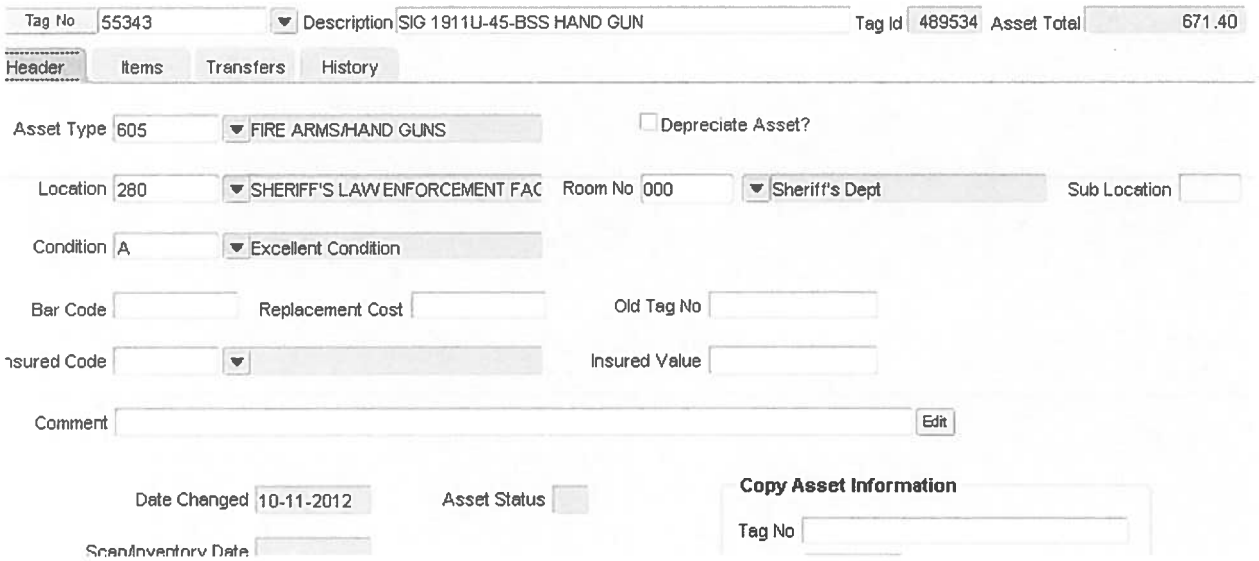
Tag Id 505232
Asset Total 671.00
Header
Items
Transfers
History
Item No
Description
Received
Est Life
Quantity
Unit Price
Extended Cost
1
SIG SAUER 1911 45 CAL HANDGUN
08-14-2012
6.0
1.000
671.00
671.00
Manufacturer
Year
Model No
Serial No
License No
Class
Fuel
Client Id No
GS64298
PO NO
PO Date
Vendor
Invoice No
Check Key
668922
01-11-2012
77402
G.T. DISTRIBUTORS, INC.
0404805
0100366019
Disp Code
Disp Date
Disposed
Last Date Depr
Disp Override
Accum Depr
No
.00
Comment
Edit
Salvage Value
Cur Amt Depr
.00
Responsibility 1
Responsibility 2
Account Number
Amount
2-1100-421-00-280-001-0-668
SHERIFF-POL WEAPONS & BP VESTS
671.00


Tag No 55265
Description SIG SAUER 1911 45 CAL HANDGUN
Tag Id 505232
Asset Total 671.00
Header
Items
Transfers
History
NOTE: These records are automatically created when the asset location or room is changed.
Location
Room No
Date Transferred
Date Received
User Id
Comments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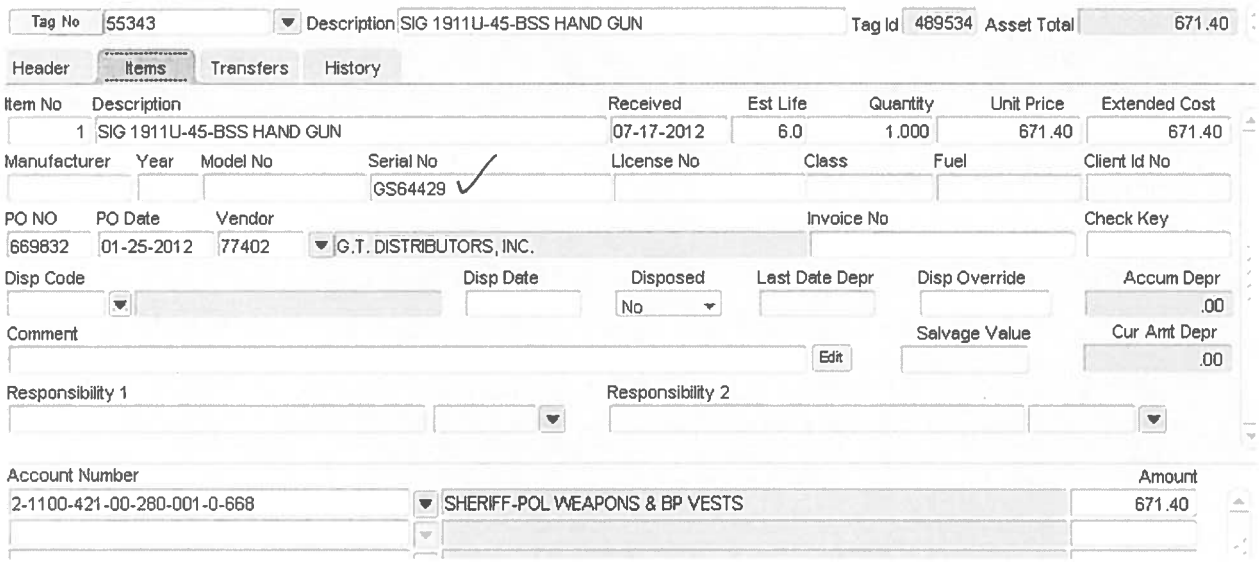
Description SIG 1911U-45-BSS HAND GUN
Tag Id 489534
Asset Total 671.40
Header
Items
Transfers
History
Asset Type 605
FIRE ARMS/HAND GUNS
Depreciate Asset?
Location 280
SHERIFF'S LAW ENFORCEMENT FAC
Room No 000
Sheriff's Dept
Sub Location
Condition A
Excellent Condition
Bar Code
Replacement Cost
Old Tag No
Insured Code
Insured Value
Comment
Edit
Date Changed 10-11-2012
Asset Status
Scan/Inventory Date
Copy Asset Information
Tag No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Tag Id 489534
Asset Total 671.40
Header
Items
Transfers
History
Item No
Description
Received
Est Life
Quantity
Unit Price
Extended Cost
1
SIG 1911U-45-BSS HAND GUN
07-17-2012
6.0
1.000
671.40
671.40
Manufacturer
Year
Model No
Serial No
License No
Class
Fuel
Client Id No
GS64429
PO NO
PO Date
Vendor
Invoice No
Check Key
669832
01-25-2012
77402
G.T. DISTRIBUTORS, INC.
Disp Code
Disp Date
Disposed
Last Date Depr
Disp Override
Accum Depr
No
.00
Comment
Edit
Salvage Value
Cur Amt Depr
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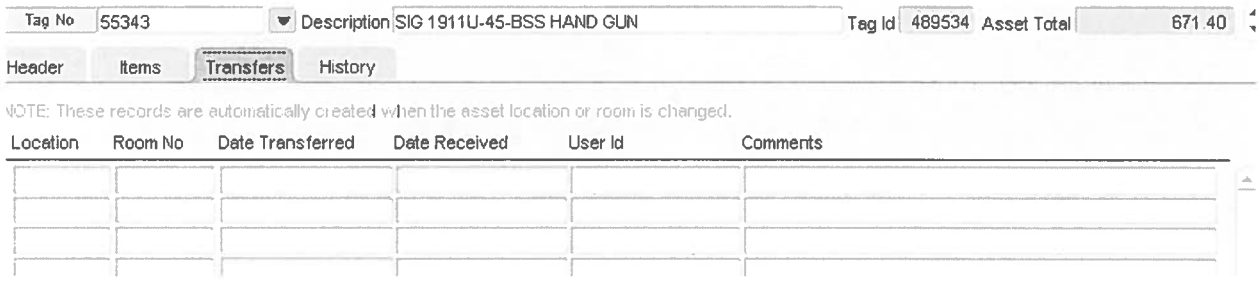
Responsibility 1
Responsibility 2
Account Number
Amount
2-1100-421-00-280-001-0-668
SHERIFF-POL WEAPONS & BP VESTS
671.40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Tag Id 489534
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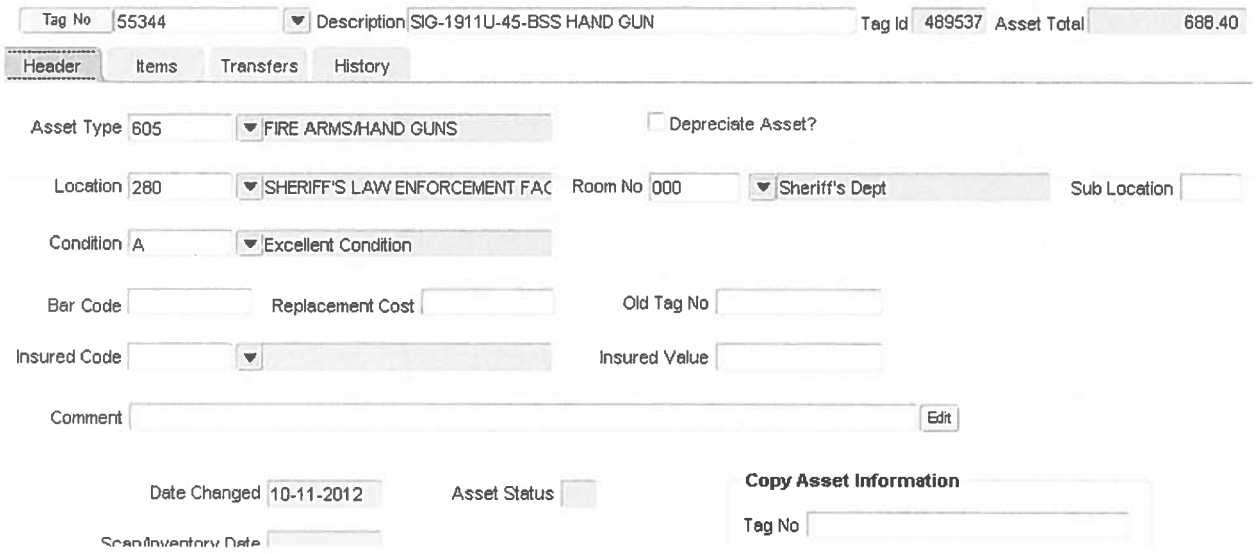
Header
Items
Transfers
History
NOTE: These records are automatically created when the asset location or room is changed.
Location
Room No
Date Transferred
Date Received
User Id
Comments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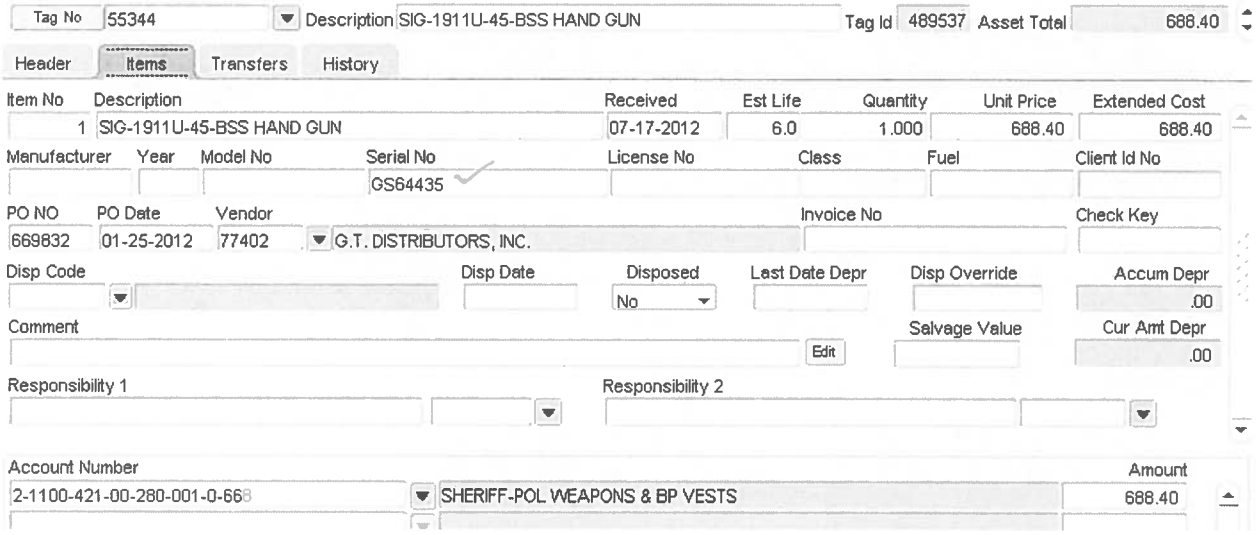
Description SIG-1911U-45-BSS HAND GUN
Tag Id 489537
Asset Total 688.40
Header
Items
Transfers
History
Asset Type 605
FIRE ARMS/HAND GUNS
Depreciate Asset?
Location 280
SHERIFF'S LAW ENFORCEMENT FAC
Room No 000
Sheriff's Dept
Sub Location
Condition A
Excellent Condition
Bar Code
Replacement Cost
Old Tag No
Insured Code
Insured Value
Comment
Edit
Date Changed 10-11-2012
Asset Status
Copy Asset Information
Tag No
Scan/Inventory Date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Tag Id 489537
Asset Total 688.40
Header
Items
Transfers
History
Item No
Description
Received
Est Life
Quantity
Unit Price
Extended Cost
1
SIG-1911U-45-BSS HAND GUN
07-17-2012
6.0
1.000
688.40
688.40
Manufacturer
Year
Model No
Serial No
License No
Class
Fuel
Client Id No
GS64435
PO NO
PO Date
Vendor
Invoice No
Check Key
669832
01-25-2012
77402
G.T. DISTRIBUTORS, INC.
Disp Code
Disp Date
Disposed
Last Date Depr
Disp Override
Accum Depr
No
.00
Comment
Edit
Salvage Value
Cur Amt Depr
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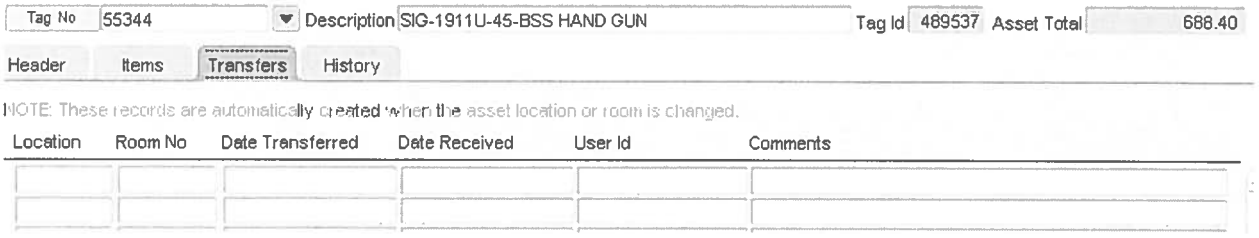
Responsibility 1
Responsibility 2
Account Number
Amount
2-1100-421-00-280-001-0-668
SHERIFF-POL WEAPONS & BP VESTS
688.40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Tag Id 489537
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Header
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Transfers
History
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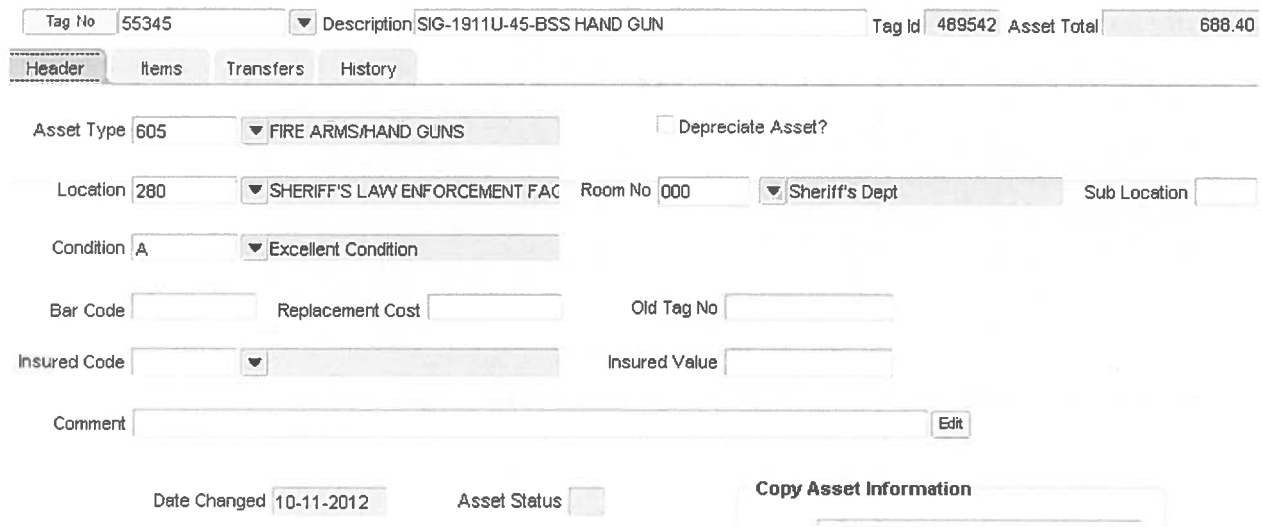
Location
Room No
Date Transferred
Date Received
User Id
Comments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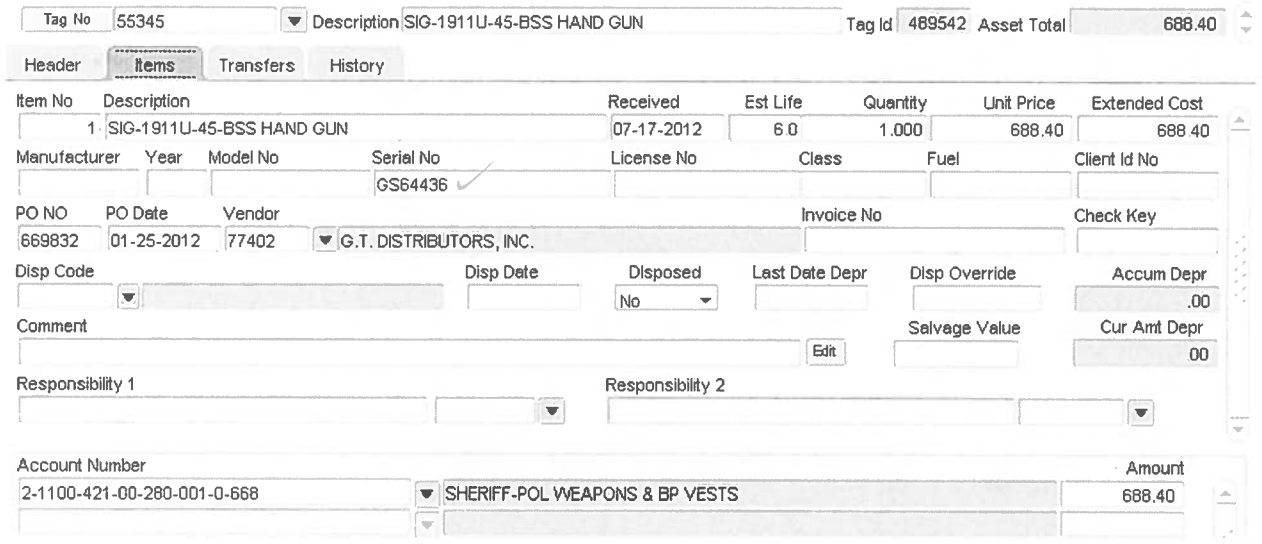
Description SIG-1911U-45-BSS HAND GUN
Tag Id 489542
Asset Total 688.40
Header
Items
Transfers
History
Asset Type 605
FIRE ARMS/HAND GUNS
Depreciate Asset?
Location 280
SHERIFF'S LAW ENFORCEMENT FAC
Room No 000
Sheriff's Dept
Sub Location
Condition A
Excellent Condition
Bar Code
Replacement Cost
Old Tag No
Insured Code
Insured Value
Comment
Edit
Date Changed 10-11-2012
Asset Status
Copy Asset Information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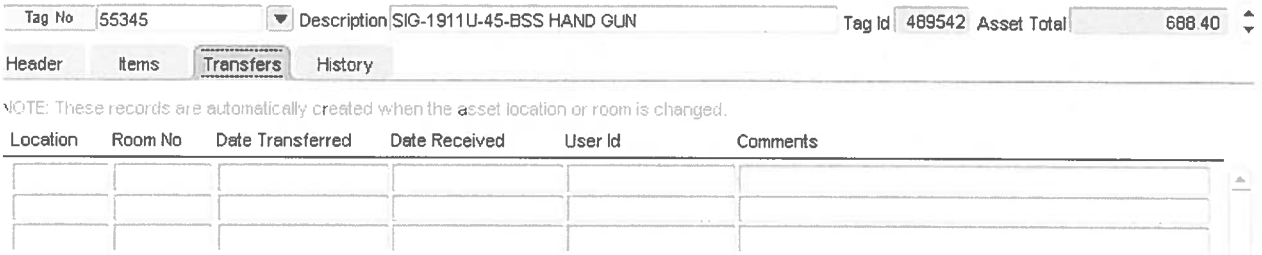
Items
Transfers
History
Item No
Description
Received
Est Life
Quantity
Unit Price
Extended Cost
1
SIG-1911U-45-BSS HAND GUN
07-17-2012
6.0
1.000
688.40
688.40
Manufacturer
Year
Model No
Serial No
License No
Class
Fuel
Client Id No
GS64436
PO NO
PO Date
Vendor
Invoice No
Check Key
669832
01-25-2012
77402
G.T. DISTRIBUTORS, INC.
Disp Code
Disp Date
Disposed
Last Date Depr
Disp Override
Accum Depr
No
.00
Comment
Edit
Salvage Value
Cur Amt Depr
.00
Responsibility 1
Responsibility 2
Account Number
Amount
2-1100-421-00-280-001-0-668
SHERIFF-POL WEAPONS & BP VESTS
688.40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Tag Id 489542
Asset Total 688.40
Header
Items
Transfers
History
NOTE: These records are automatically created when the asset location or room is changed.
Location
Room No
Date Transferred
Date Received
User Id
Comments

RECEIVED JUN 22 2015 BY

@ 6/22/15

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

TRANSFER TO: SURPLUS-TRADE IN 9999

	DEPARTMENT NAME	LOCATION	
TRANSFER FROM:	HIDALGO COUNTY SHERIFF'S OFFICE	711 EL CIBOLO RD., EDINBURG	TF# 2015-323

CONTACT INFORMATION:

NAME (PRINT RICHARD OZUNA | PHONE. 956-393-6022 | FAX NO.: 956-393-6021 | 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	SIG SAUER 1911 ULTRA COMPACT	55263	GS64855 ✓	G
2	SIG SAUER 1911 ULTRA COMPACT	55264	GS87978 ✓	G
3	SIG SAUER 1911 ULTRA COMPACT	56094	GS91787 ✓	G
4	SIG SAUER 1911 ULTRA COMPACT	56093	GS91788 ✓	G
5	SIG SAUER 1911 ULTRA COMPACT	56092	GS91789 ✓	G
6	SIG SAUER 1911 ULTRA COMPACT	56091	GS91790 ✓	G
7	SIG SAUER 1911 ULTRA COMPACT	56090	GS93521 ✓	G
8	SIG SAUER 1911 ULTRA COMPACT	56089	GS93522 ✓	G
9				
10				

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC
	280-000	1100	—		TF
	280-000	1100	—		TI
	280-000	1100	—		TI
	280-000	1100	—		TI
	280-000	1100	—		TI
	280-000	1100	—		TI
	280-000	1100	—		TI
	280-000	1100	—		TI

	FROM	TO
DEPT.	280	9999
AMOUNT $	—	$ —

JUSTIFICATION FOR TRANSFER: TRADE IN - COOP VENDOR GTE

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

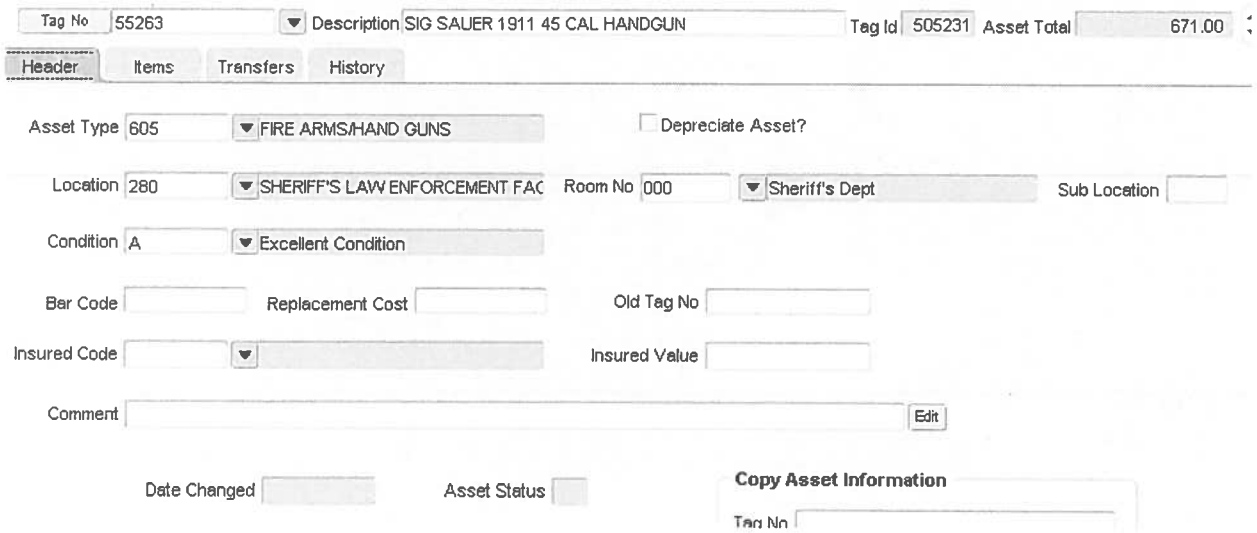
	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	9-10-15
Contact Person transferring item(s) out	Richard Ozuna		6-16-2015
Person receiving Item(s)			
Reviewed & Processed by FA Division	ALICIA GARCIA		9/10/15

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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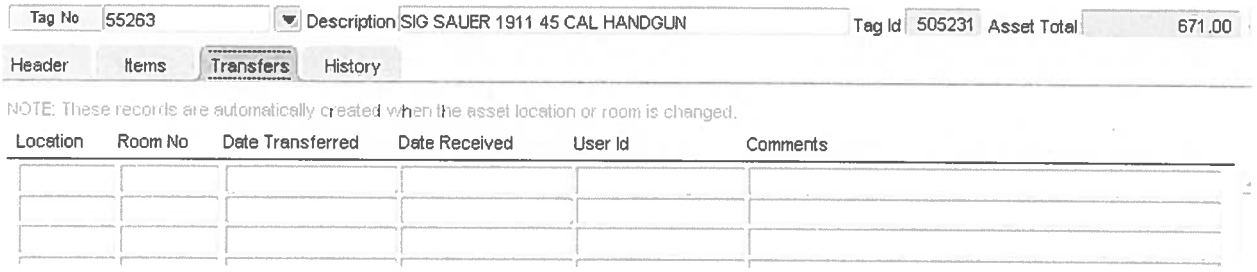
Tag Id 505231
Asset Total 671.00
Header
Items
Transfers
History
Asset Type 605
FIRE ARMS/HAND GUNS
Depreciate Asset?
Location 280
SHERIFF'S LAW ENFORCEMENT FAC
Room No 000
Sheriff's Dept
Sub Location
Condition A
Excellent Condition
Bar Code
Replacement Cost
Old Tag No
Insured Code
Insured Value
Comment
Edit
Date Changed
Asset Status
Copy Asset Information
Tag No

Tag No 55263
Description SIG SAUER 1911 45 CAL HANDGUN
Tag Id 505231
Asset Total 671.00
Header
Items
Transfers
History
Item No
Description
Received
Est Life
Quantity
Unit Price
Extended Cost
1
SIG SAUER 1911 45 CAL HANDGUN
08-14-2012
6.0
1.000
671.00
671.00
Manufacturer
Year
Model No
Serial No
License No
Class
Fuel
Client Id No
GS64855
PO NO
PO Date
Vendor
Invoice No
Check Key
668922
01-11-2012
77402
G.T. DISTRIBUTORS, INC.
0404805
0100366019
Disp Code
Disp Date
Disposed
Last Date Depr
Disp Override
Accum Depr
No
.00
Comment
Edit
Salvage Value
Cur Amt Depr
.00
Responsibility 1
Responsibility 2
Account Number
Amount
2-1100-421-00-280-001-0-668
SHERIFF-POL WEAPONS & BP VESTS
671.00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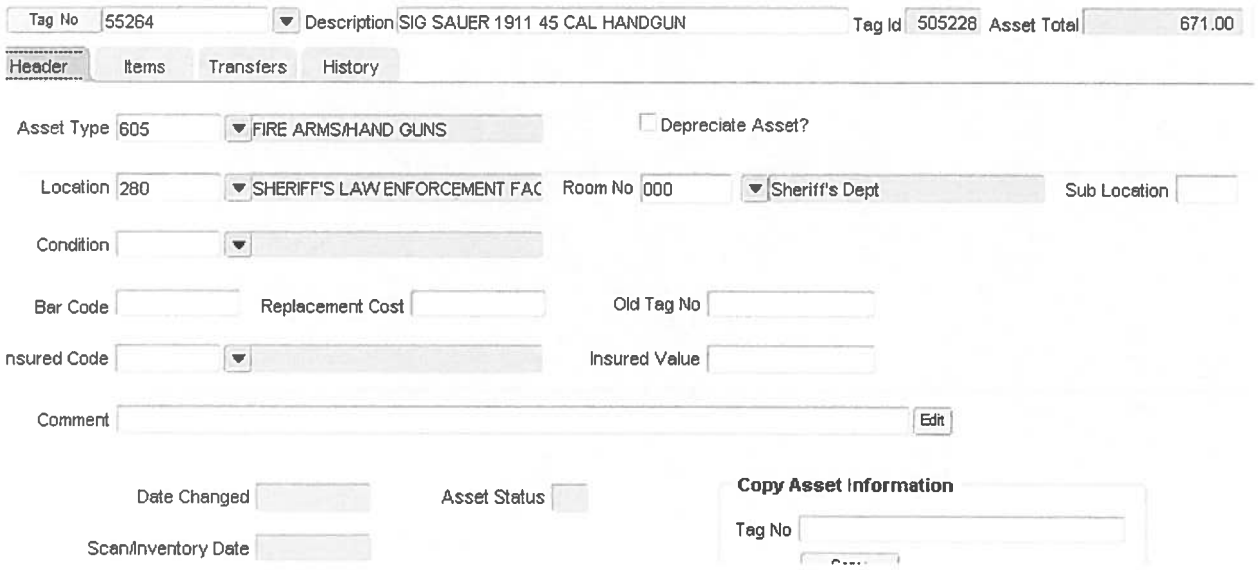
Tag Id 505231
Asset Total 671.00
Header
Items
Transfers
History
NOTE: These records are automatically created when the asset location or room is changed.
Location
Room No
Date Transferred
Date Received
User Id
Comments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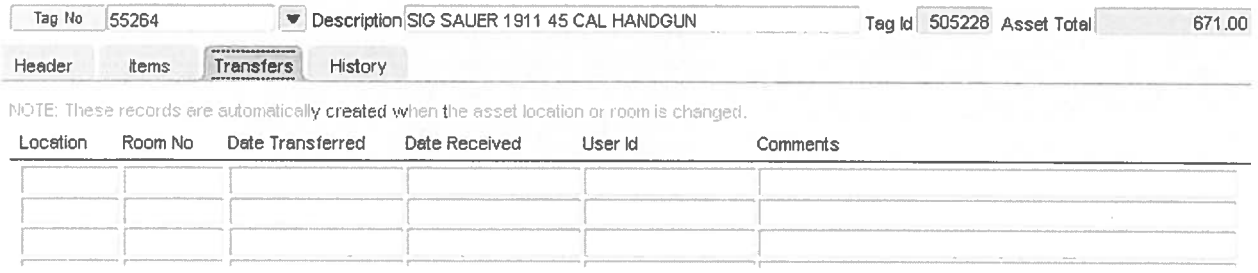
Tag Id 505228
Asset Total 671.00
Header
Items
Transfers
History
Asset Type 605
FIRE ARMS/HAND GUNS
Depreciate Asset?
Location 280
SHERIFF'S LAW ENFORCEMENT FAC
Room No 000
Sheriff's Dept
Sub Location
Condition
Bar Code
Replacement Cost
Old Tag No
nsured Code
Insured Value
Comment
Edit
Date Changed
Asset Status
Scan/Inventory Date
Copy Asset Information
Tag No

Tag No 55264
Description SIG SAUER 1911 45 CAL HANDGUN
Tag Id 505228
Asset Total 671.00
Header
Items
Transfers
History
em No
Description
Received
Est Life
Quantity
Unit Price
Extended Cost
1
SIG SAUER 1911 45 CAL HANDGUN
08-14-2012
6.0
1.000
671.00
671.00
Manufacturer
Year
Model No
Serial No
License No
Class
Fuel
Client Id No
GS87978
O NO
PO Date
Vendor
Invoice No
Check Key
568922
01-11-2012
77402
G.T. DISTRIBUTORS, INC.
0404805
0100366019
Disp Code
Disp Date
Disposed
Last Date Depr
Disp Override
Accum Depr
No
.00
Comment
Edit
Salvage Value
Cur Amt Depr
.00
Responsibility 1
Responsibility 2
Account Number
Amount
2-1100-421-00-280-001-0-668
SHERIFF-POL WEAPONS & BP VESTS
671.00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Description SIG SAUER 1911 45 CAL HANDGUN
Tag Id 505228
Asset Total 671.00
Header
Items
Transfers
History
NOTE: These records are automatically created when the asset location or room is changed.
Location
Room No
Date Transferred
Date Received
User Id
Comments

Tag No 56094 Description SIG SAUER 1911 45CAL TWO TONE HANDGUN Tag Id 517637 Asset Total 688.00

Header | Items | Transfers | History

Asset Type 605 FIRE ARMS/HAND GUNS Depreciate Asset?

Location 280 SHERIFF'S LAW ENFORCEMENT FAC Room No 000 Sheriff's Dept Sub Location

Condition

Bar Code Replacement Cost Old Tag No

nsured Code Insured Value

Comment Edit

Date Changed Asset Status

Scan/Inventory Date

Copy Asset Information

Tag No

Tag No 56094 Description SIG SAUER 1911 45CAL TWO TONE HANDGUN Tag Id 517637 Asset Total 688.00

Header | Items | Transfers | History

Item No	Description	Received	Est Life	Quantity	Unit Price	Extended Cost
1	SIG SAUER 1911 45CAL TWO TONE HANDGUN	09-25-2012	6.0	1.000	688.00	688.00

Manufacturer	Year	Model No	Serial No	License No	Class	Fuel	Client Id No
			GS91787				

PO NO	PO Date	Vendor		Invoice No	Check Key
677312	06-28-2012	351709	SIG SAUER, INC	1359040	0100368466

Disp Code	Disp Date	Disposed	Last Date Depr	Disp Override	Accum Depr
		No			.00

Comment Edit Salvage Value Cur Amt Depr .00

Responsibility 1 Responsibility 2

Account Number		Amount
2-1100-421-00-280-001-0-668	Account not on file	688.00

Tag No 56094 Description SIG SAUER 1911 45CAL TWO TONE HANDGUN Tag Id 517637 Asset Total 688.00

Header | Items | Transfers | History

NOTE: These records are automatically created when the asset location or room is changed.

Location	Room No	Date Transferred	Date Received	User Id	Comments

Tag No 56093 Description SIG SAUER 1911 45 CAL TWO TONE HANDGUN Tag Id 517636 Asset Total 688.00

Header | Items | Transfers | History

Asset Type 605 FIRE ARMS/HAND GUNS Depreciate Asset?

Location 280 SHERIFF'S LAW ENFORCEMENT FAC Room No 000 Sheriff's Dept Sub Location

Condition

Bar Code Replacement Cost Old Tag No

Insured Code Insured Value

Comment Edit

Date Changed Asset Status

Scan/Inventory Date

Copy Asset Information

Tag No

Tag No 56093 Description SIG SAUER 1911 45 CAL TWO TONE HANDGUN Tag Id 517636 Asset Total 688.00

Header | Items | Transfers | History

Item No	Description	Received	Est Life	Quantity	Unit Price	Extended Cost
1	SIG SAUER 1911 45 CAL TWO TONE HANDGUN	09-25-2012	6.0	1.000	688.00	688.00

Manufacturer	Year	Model No	Serial No	License No	Class	Fuel	Client Id No
			GS91788				

PO NO	PO Date	Vendor		Invoice No	Check Key
677312	06-28-2012	351709	SIG SAUER, INC	1359040	0100368466

Disp Code	Disp Date	Disposed	Last Date Depr	Disp Override	Accum Depr
		No			.00

Comment Edit Salvage Value Cur Amt Depr .00

Responsibility 1 Responsibility 2

Account Number		Amount
2-1100-421-00-280-001-0-668	Account not on file	688.00

Tag No 56093 Description SIG SAUER 1911 45 CAL TWO TONE HANDGUN Tag Id 517636 Asset Total 688.00

Header | Items | Transfers | History

NOTE: These records are automatically created when the asset location or room is changed.

Location	Room No	Date Transferred	Date Received	User Id	Comments

Tag No 56092 Description SIG SAUER 1911 45 CAL TWO TONE HANDGUN Tag Id 517633 Asset Total 688.00

Header | Items | Transfers | History

Asset Type 605 FIRE ARMS/HAND GUNS — Depreciate Asset?

Location 280 SHERIFF'S LAW ENFORCEMENT FAC Room No 000 Sheriff's Dept Sub Location

Condition

Bar Code Replacement Cost Old Tag No

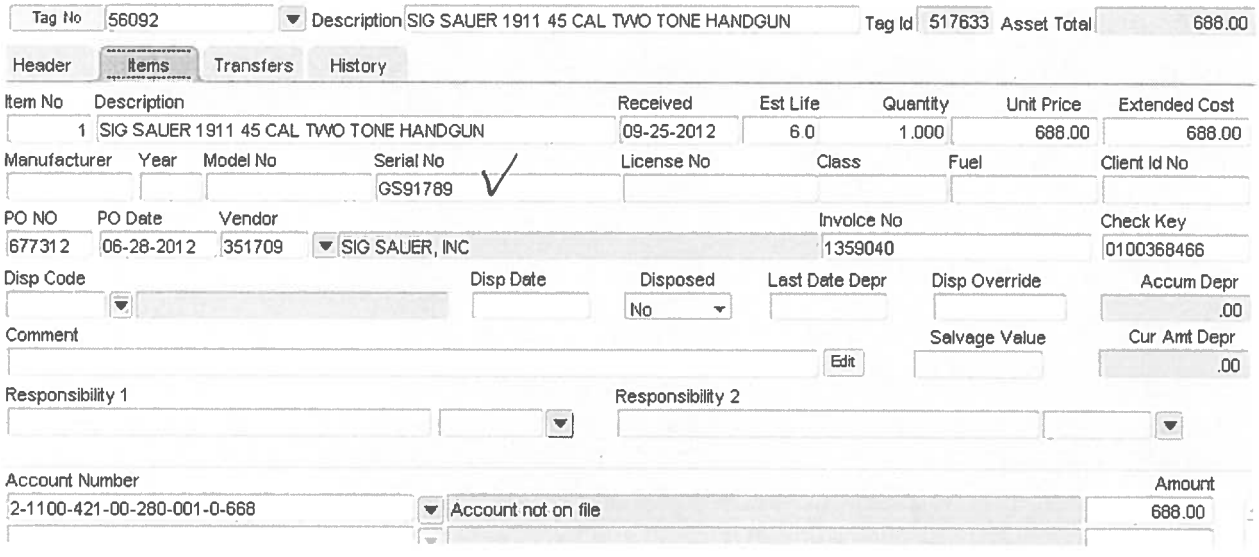
Insured Code Insured Value

Comment Edit

Date Changed Asset Status

Copy Asset Information

Tag No



Tag No 56092 Description SIG SAUER 1911 45 CAL TWO TONE HANDGUN Tag Id 517633 Asset Total 688.00

Header | Items | Transfers | History

Item No	Description	Received	Est Life	Quantity	Unit Price	Extended Cost
1	SIG SAUER 1911 45 CAL TWO TONE HANDGUN	09-25-2012	6.0	1.000	688.00	688.00

Manufacturer	Year	Model No	Serial No	License No	Class	Fuel	Client Id No
			GS91789				

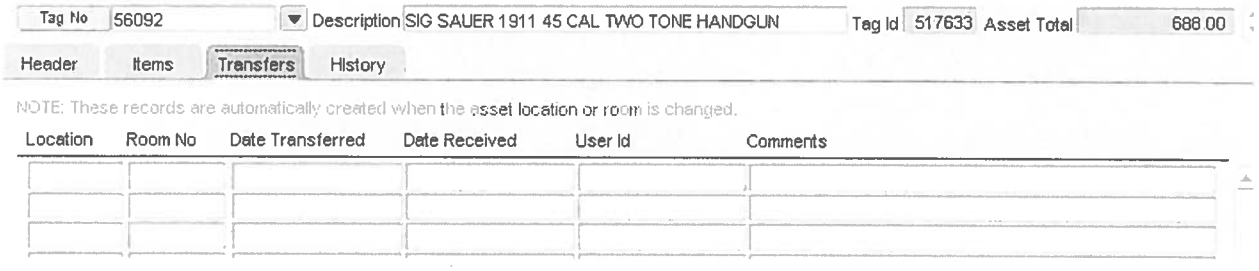
PO NO	PO Date	Vendor		Invoice No	Check Key
677312	06-28-2012	351709	SIG SAUER, INC	1359040	0100368466

Disp Code	Disp Date	Disposed	Last Date Depr	Disp Override	Accum Depr
		No			.00

Comment Edit — Salvage Value — Cur Amt Depr .00

Responsibility 1 — Responsibility 2

Account Number		Amount
2-1100-421-00-280-001-0-668	Account not on file	688.00



Tag No 56092 Description SIG SAUER 1911 45 CAL TWO TONE HANDGUN Tag Id 517633 Asset Total 688.00

Header | Items | Transfers | History

NOTE: These records are automatically created when the asset location or room is changed.

Location	Room No	Date Transferred	Date Received	User Id	Comments

Tag No 56091 Description SIG SAUER 1911 45 CAL TWO TONE HANDGUN Tag Id 517632 Asset Total 688.00

Header | Items | Transfers | History

Asset Type 605 FIRE ARMS/HAND GUNS Depreciate Asset?

Location 280 SHERIFF'S LAW ENFORCEMENT FAC Room No 000 Sheriff's Dept Sub Location

Condition

Bar Code Replacement Cost Old Tag No

Insured Code Insured Value

Comment Edit

Copy Asset Information

Tag No 56091 Description SIG SAUER 1911 45 CAL TWO TONE HANDGUN Tag Id 517632 Asset Total 688.00

Header | Items | Transfers | History

Item No	Description	Received	Est Life	Quantity	Unit Price	Extended Cost
1	SIG SAUER 1911 45 CAL TWO TONE HANDGUN	09-25-2012	6.0	1.000	688.00	688.00

Manufacturer	Year	Model No	Serial No	License No	Class	Fuel	Client Id No
			GS91790				

PO NO	PO Date	Vendor		Invoice No	Check Key
677312	06-28-2012	351709	SIG SAUER, INC	1359040	0100368466

Disp Code	Disp Date	Disposed	Last Date Depr	Disp Override	Accum Depr
		No			.00

Comment Edit Salvage Value Cur Amt Depr .00

Responsibility 1 Responsibility 2

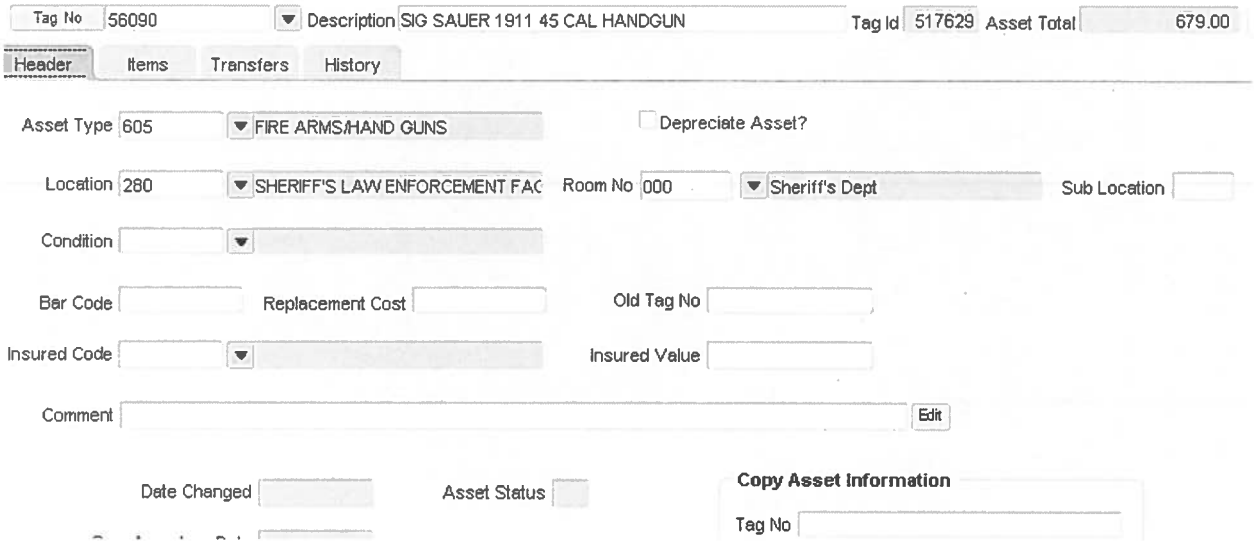
Account Number		Amount
2-1100-421-00-280-001-0-668	Account not on file	688.00

Tag No 56091 Description SIG SAUER 1911 45 CAL TWO TONE HANDGUN Tag Id 517632 Asset Total 688.00

Header | Items | Transfers | History

NOTE: These records are automatically created when the asset location or room is changed.

Location	Room No	Date Transferred	Date Received	User Id	Comments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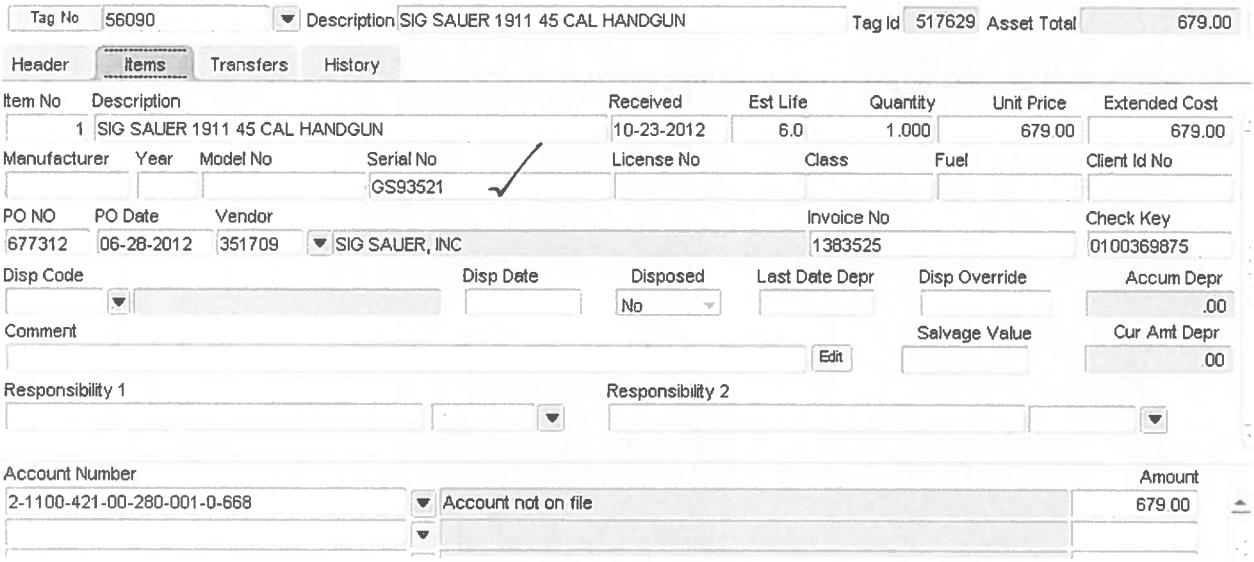
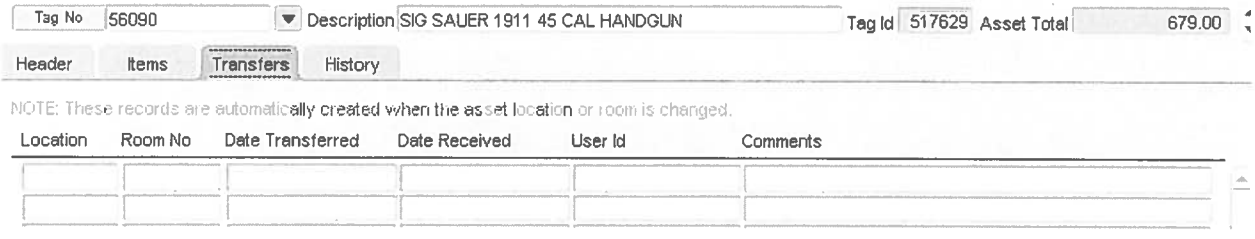
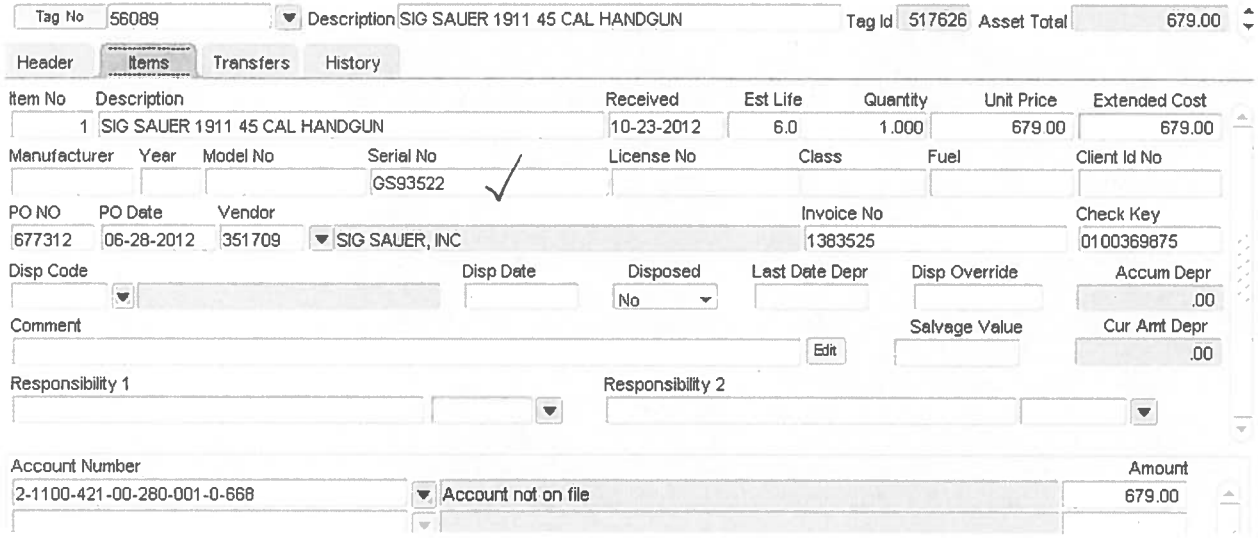
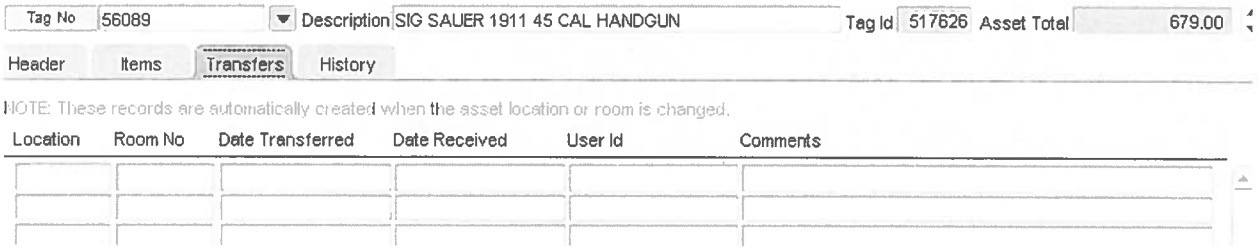
Description SIG SAUER 1911 45 CAL HANDGUN
Tag Id 517629
Asset Total 679.00
Header
Items
Transfers
History
Asset Type 605
FIRE ARMS/HAND GUNS
Depreciate Asset?
Location 280
SHERIFF'S LAW ENFORCEMENT FAC
Room No 000
Sheriff's Dept
Sub Location
Condition
Bar Code
Replacement Cost
Old Tag No
Insured Code
Insured Value
Comment
Edit
Date Changed
Asset Status
Copy Asset Information
Tag No


Tag No 56090
Description SIG SAUER 1911 45 CAL HANDGUN
Tag Id 517629
Asset Total 679.00
Header
Items
Transfers
History
Item No
Description
Received
Est Life
Quantity
Unit Price
Extended Cost
1
SIG SAUER 1911 45 CAL HANDGUN
10-23-2012
6.0
1.000
679.00
679.00
Manufacturer
Year
Model No
Serial No
License No
Class
Fuel
Client Id No
GS93521
PO NO
PO Date
Vendor
Invoice No
Check Key
677312
06-28-2012
351709
SIG SAUER, INC
1383525
0100369875
Disp Code
Disp Date
Disposed
Last Date Depr
Disp Override
Accum Depr
No
.00
Comment
Salvage Value
Cur Amt Depr
Edit
.00
Responsibility 1
Responsibility 2
Account Number
Amount
2-1100-421-00-280-001-0-668
Account not on file
679.00


Tag No 56090
Description SIG SAUER 1911 45 CAL HANDGUN
Tag Id 517629
Asset Total 679.00
Header
Items
Transfers
History
NOTE: These records are automatically created when the asset location or room is changed.
Location
Room No
Date Transferred
Date Received
User Id
Comments

Tag No 56089
Description SIG SAUER 1911 45 CAL HANDGUN
Tag Id 517626
Asset Total 679.00
Header
Items
Transfers
History
Asset Type 605
FIRE ARMS/HAND GUNS
Depreciate Asset?
Location 280
SHERIFF'S LAW ENFORCEMENT FAC
Room No 000
Sheriff's Dept
Sub Location
Condition
Bar Code
Replacement Cost
Old Tag No
nsured Code
Insured Value
Comment
Edit
Date Changed
Asset Status
Copy Asset Information
Tag No


Tag No 56089
Description SIG SAUER 1911 45 CAL HANDGUN
Tag Id 517626
Asset Total 679.00
Header
Items
Transfers
History
Item No
Description
Received
Est Life
Quantity
Unit Price
Extended Cost
1
SIG SAUER 1911 45 CAL HANDGUN
10-23-2012
6.0
1.000
679.00
679.00
Manufacturer
Year
Model No
Serial No
License No
Class
Fuel
Client Id No
GS93522
PO NO
PO Date
Vendor
Invoice No
Check Key
677312
06-28-2012
351709
SIG SAUER, INC
1383525
0100369875
Disp Code
Disp Date
Disposed
Last Date Depr
Disp Override
Accum Depr
No
.00
Comment
Edit
Salvage Value
Cur Amt Depr
.00
Responsibility 1
Responsibility 2
Account Number
Amount
2-1100-421-00-280-001-0-668
Account not on file
679.00


Tag No 56089
Description SIG SAUER 1911 45 CAL HANDGUN
Tag Id 517626
Asset Total 679.00
Header
Items
Transfers
History
NOTE: These records are automatically created when the asset location or room is changed.
Location
Room No
Date Transferred
Date Received
User Id
Comments

THE COUNTY OF HIDALGO, TEXAS

PURCHASING DEPARTMENT/FIXED ASSET DIVISION

Calculation of the percentage of the amount of Return on Traded-In Weapons

Report Re

F

Traded In Weapons								New	
Asset No	Traded-In Weapon Description	Qty	2012 Acq Cost Per Unit	Amt of Return/ Trade-In Value Per Unit	% of Return Per Unit	Disposition Cost per Unit	% of Disp Cost Per Unit	New Weapon Description	Qty
53796	SIG SAUER 1911 .45CP	1	672.00	575.00	0.86	97.00	0.14	GLOCK G30 GEN IV GNS	1
53797	SIG SAUER 1911 .45CP	1	672.00	575.00	0.86	97.00	0.14	GLOCK G30 GEN IV GNS	1
53798	SIG SAUER 1911 .45CP	1	672.00	575.00	0.86	97.00	0.14	GLOCK G30 GEN IV GNS	1
53799	SIG SAUER 1911 .45CP	1	672.00	575.00	0.86	97.00	0.14	GLOCK G30 GEN IV GNS	1
53800	SIG SAUER 1911 .45CP	1	672.00	575.00	0.86	97.00	0.14	GLOCK G30 GEN IV GNS	1
53801	SIG SAUER 1911 .45CP	1	672.00	575.00	0.86	97.00	0.14	GLOCK G30 GEN IV GNS	1
55263	SIG SAUER 1911 .45CP	1	671.00	575.00	0.86	96.00	0.14	GLOCK G30 GEN IV GNS	1
55264	SIG SAUER 1911 .45CP	1	671.00	575.00	0.86	96.00	0.14	GLOCK G30 GEN IV GNS	1
55265	SIG SAUER 1911 .45CP	1	671.00	575.00	0.86	96.00	0.14	GLOCK G30 GEN IV GNS	1
55343	SIG SAUER 1911 .45CP	1	671.40	575.00	0.86	96.40	0.14	GLOCK G30 GEN IV GNS	1
55344	SIG SAUER 1911 .45CP	1	688.40	575.00	0.84	113.40	0.16	GLOCK G30 GEN IV GNS	1
55345	SIG SAUER 1911 .45CP	1	688.40	575.00	0.84	113.40	0.16	GLOCK G30 GEN IV GNS	1
56089	SIG SAUER 1911 .45CP	1	679.00	575.00	0.85	104.00	0.15	GLOCK G30 GEN IV GNS	1
56090	SIG SAUER 1911 .45CP	1	679.00	575.00	0.85	104.00	0.15	GLOCK G30 GEN IV GNS	1
56091	SIG SAUER 1911 .45CP	1	688.00	575.00	0.84	113.00	0.16	GLOCK G30 GEN IV GNS	1
56092	SIG SAUER 1911 .45CP	1	688.00	575.00	0.84	113.00	0.16	GLOCK G30 GEN IV GNS	1
56093	SIG SAUER 1911 .45CP	1	688.00	575.00	0.84	113.00	0.16	GLOCK G30 GEN IV GNS	1
56094	SIG SAUER 1911 .45CP	1	688.00	575.00	0.84	113.00	0.16	GLOCK G30 GEN IV GNS	1
	Total	18	$ 12,203.20	$ 10,350.00	0.85	$ 1,853.20	0.15		18

Calculation Notes:

1) The percent of return per unit is obtained by subtracting the trade-in value from the 2012 original acquisition cost, yielding a positive balance of .85 %.

2) The Average Return for all 18 weapons was 0.85 %

3) The Average 0.15 % of Disposition cost per unit represents the cost for the use of the weapons over a period of 3 years (2012 thru 2015).

4) The net 0.18 % positive variance represent a net savings of $106.00 per unit since the County paid 18% less per unit than the Trade-In Value.

END OF REPORT

equested by: Agueda "Aggie" Garcia FA Mgr

Prepared by: Juan M. Alvarado Assist FA Mgr.

Date: 9/11/2015

Attn. Martha L. Salazar, CPPB-Purch Agent

Weapons Acquistion

2015 Acq Cost Per Unit	Cost Variance Per unit	% of Variance Per unit
469.00	106.00	0.18
469.00	106.00	0.18
469.00	106.00	0.18
469.00	106.00	0.18
469.00	106.00	0.18
469.00	106.00	0.18
469.00	106.00	0.18
469.00	106.00	0.18
469.00	106.00	0.18
469.00	106.00	0.18
469.00	106.00	0.18
469.00	106.00	0.18
469.00	106.00	0.18
469.00	106.00	0.18
469.00	106.00	0.18
469.00	106.00	0.18
469.00	106.00	0.18
$ 8,442.00	$ 1,908.00	

AI-51178 **Closed Session** **23. C.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:15-cv-43; Daniel Enrique Cantu v. County of Hidalgo Sheriff's Department

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 09/01/2015 01:25 PM

Final Approval Date: 09/01/2015

AI-51215 **Closed Session** **23. D.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Arlet Suarez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/04/2015 04:43 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Aida Alvarez		Started On: 09/03/2015 09:57 AM
Final Approval Date: 09/11/2015		

AI-51217 **Closed Session** **23. E.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ernesto Luna

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/04/2015 04:43 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Aida Alvarez		Started On: 09/03/2015 09:59 AM
Final Approval Date: 09/11/2015		

AI-51245 **Closed Session** **23. F.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose P. Luna

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/04/2015 04:44 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Aida Alvarez		Started On: 09/04/2015 01:38 PM
Final Approval Date: 09/11/2015		

AI-51328 **Closed Session** **23. G.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Feliciano Cano

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/11/2015 09:45 AM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Aida Alvarez		Started On: 09/11/2015 09:21 AM
Final Approval Date: 09/11/2015		

AI-51312 **Closed Session** **23. H.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Gabriela Ventura

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/10/2015 03:39 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Aida Alvarez		Started On: 09/10/2015 03:21 PM
Final Approval Date: 09/11/2015		

AI-51179 **Open Session** **25. C.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:15-cv-43; Daniel Enrique Cantu v. County of Hidalgo Sheriff's Department

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 09/01/2015 01:26 PM

Final Approval Date: 09/01/2015

AI-51216 **Open Session** **25. D.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Arlet Suarez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/04/2015 04:43 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Aida Alvarez		Started On: 09/03/2015 09:58 AM
Final Approval Date: 09/11/2015		

AI-51218 **Open Session** **25. E.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ernesto Luna

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/04/2015 04:43 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Aida Alvarez		Started On: 09/03/2015 10:00 AM
Final Approval Date: 09/11/2015		

AI-51246 **Open Session** **25. F.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose P. Luna

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/04/2015 04:44 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Aida Alvarez		Started On: 09/04/2015 01:39 PM
Final Approval Date: 09/11/2015		

AI-51329 **Open Session** **25. G.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Feliciano Cano

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/11/2015 09:45 AM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Aida Alvarez		Started On: 09/11/2015 09:23 AM
Final Approval Date: 09/11/2015		

AI-51315 **Open Session** **25. H.**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Gabriela Ventura

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/10/2015 03:39 PM
Purchasing Department	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Aida Alvarez		Started On: 09/10/2015 03:27 PM
Final Approval Date: 09/11/2015		