

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").

**WITNESSETH:**

**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 United 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 15<sup>th</sup> 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



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 your 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](mailto: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

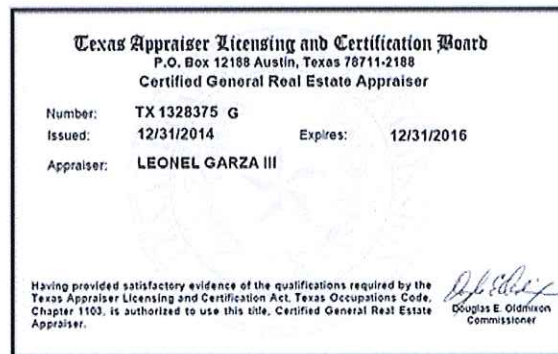
The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 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



### 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 provide 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**



|                            |               |
|----------------------------|---------------|
| 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*

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*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/cmb/cmbihub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 07/12

**EXHIBIT "B"**  
**FEE SCHEDULE**



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  $\pm 4$  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**

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**Re: La Homa Road Project- Appraisal Services**

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**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>,  
dnacienceno cityofpalmview.us  
<dnacienceno@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 Debarment 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

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**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.

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**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

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 **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

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## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

|   |  |  |   |
|---|--|--|---|
| <b>Print or type<br/>See Specific<br/>Instructions on page 2.</b> | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Leonel Garza Jr. &amp; Associates, LLC</b>   |  |   |
|   | 2 Business name/disregarded entity name, if different from above   |  |   |
|   | 3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> 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.<br><input type="checkbox"/> Other (see instructions) ▶ _____ |  | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i> |
|   | 5 Address (number, street, and apt. or suite no.)<br><b>1419 Dove, Suite 1</b>   |  | Requester's name and address (optional)   |
|   | 6 City, state, and ZIP code<br><b>McAllen, Texas 78504</b>   |  |   |
|   | 7 List account number(s) here (optional)   |  |   |

|   |  |                               |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |   |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
|---|--|-------------------------------|---|---|---|---|---|---|---|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|---|--|--|--|--|--|--|--|---------------------------------------|--|--|--|--|--|--|--|--|--|---|---|---|---|---|---|---|---|---|---|
| <b>Part I Taxpayer Identification Number (TIN)</b>  |  |                               |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |   |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
| 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 <i>How to get a TIN</i> on page 3. |  |                               |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |   |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
| <b>Note.</b> 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.  |  |                               |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |   |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
|   | <table border="1" style="margin: auto;"> <tr><td colspan="10" style="text-align: center;"><b>Social security number</b></td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> <tr><td colspan="3" style="text-align: center;">-</td><td colspan="4" style="text-align: center;">-</td><td colspan="3" style="text-align: center;"> </td><td style="text-align: center;"> </td></tr> </table> <p style="text-align: center;"><b>or</b></p> <table border="1" style="margin: auto;"> <tr><td colspan="10" style="text-align: center;"><b>Employer identification number</b></td></tr> <tr><td style="width: 20px;">7</td><td style="width: 20px;">4</td><td style="width: 20px;">-</td><td style="width: 20px;">2</td><td style="width: 20px;">9</td><td style="width: 20px;">4</td><td style="width: 20px;">8</td><td style="width: 20px;">7</td><td style="width: 20px;">7</td><td style="width: 20px;">0</td></tr> </table> | <b>Social security number</b> |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  | - |  |  | - |  |  |  |  |  |  |  | <b>Employer identification number</b> |  |  |  |  |  |  |  |  |  | 7 | 4 | - | 2 | 9 | 4 | 8 | 7 | 7 | 0 |
| <b>Social security number</b>   |  |                               |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |   |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
|   |  |                               |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |   |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
| -   |  |                               | - |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |   |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
| <b>Employer identification number</b>   |  |                               |   |   |   |   |   |   |   |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |   |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |
| 7   | 4  | -                             | 2 | 9 | 4 | 8 | 7 | 7 | 0 |  |  |  |  |  |  |  |  |  |  |  |  |   |  |  |   |  |  |  |  |  |  |  |                                       |  |  |  |  |  |  |  |  |  |   |   |   |   |   |   |   |   |   |   |

|   |  |
|---|--|
| <b>Part II Certification</b>  |  |
| 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.   |  |
| <b>Certification instructions.</b> 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. |  |

|                  |                            |                               |
|------------------|----------------------------|-------------------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ <b>August 27, 2015</b> |
|------------------|----------------------------|-------------------------------|

**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](http://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.

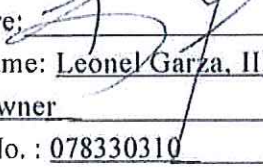
By signing the filled-out form, you:

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:

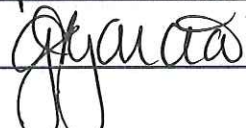
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had 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. Garcia  
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**

|                                    |                                     |  |
|------------------------------------|-------------------------------------|--|
| <b>ENTITY</b>                      | 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                      | State/Province: TEXAS               |  |
| ZIP Code: 78504-3459               | Country: UNITED STATES              |  |

[View assistance for Search Results](#)

## Search Results

Your search returned the following 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.

|                                     |                                     |                              |
|-------------------------------------|-------------------------------------|------------------------------|
| <b>Entity</b>                       | Leonel Garza, Jr. & Associates, LLC | Status: Active               |
| DUNS: 078330310                     | CAGE Code: 6Z4C9                    | <a href="#">View Details</a> |
| Has Active Exclusion?: No           | DoDAAC:                             |                              |
| Expiration Date: 09/16/2015         | Delinquent Federal Debt? No         |                              |
| Purpose of Registration: All Awards |                                     |                              |

### Glossary

[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



Instrument Number: 2015-2583298

Recorded On: February 03, 2015

As  
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

**Record and Return To:**

LEONEL GARZA JR  
ORIGINAL RETURN TO CUSTOMER  
MCALLEN TX 78504

User / Station: I Leal - Cash Station 02



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX

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

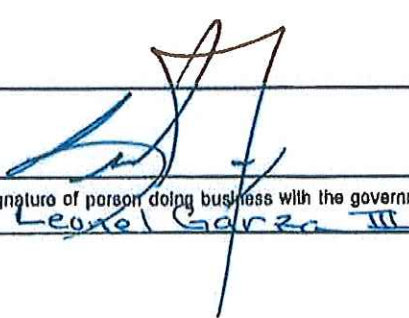
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

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

Date

02-03-2015



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).

| <b>PRODUCER</b><br>Shepard Insurance Agency<br>5801 N 10th St Ste 300<br>McAllen, TX 78504              | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): (956) 686-3888      FAX (A/C, No): (956) 682-5650<br>E-MAIL ADDRESS: shepard@shepins.com  |                               |        |                                 |       |   |       |   |       |                                      |  |            |  |            |  |
|---|---|-------------------------------|--------|---------------------------------|-------|---|-------|---|-------|--------------------------------------|--|------------|--|------------|--|
| <b>INSURED</b><br><br>Leonel Garza Jr & Associates LLC<br>1419 Dove Ave<br>Suite 1<br>McAllen, TX 78504 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Sentinel Ins Co, LTD</td> <td style="text-align: center;">11000</td> </tr> <tr> <td>INSURER B: Hrtfrd Accident &amp; Indemnity Co</td> <td style="text-align: center;">22357</td> </tr> <tr> <td>INSURER C: Hartford Ins Co of the Midwest</td> <td style="text-align: center;">37478</td> </tr> <tr> <td>INSURER D: Berkley Assurance Company</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | 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: |  |
| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |                                 |       |   |       |   |       |                                      |  |            |  |            |  |
| 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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |           |          | 65SBATE2179   | 05/18/2015              | 05/18/2016              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS   |           |          | 65UECZF5945   | 05/18/2015              | 05/18/2016              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           |          | 65SBATE2179   | 05/18/2015              | 05/18/2016              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$  |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | 65WBCAE1721   | 01/11/2015              | 01/11/2016              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| D        | <b>Professional Liab</b>  |           | 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 Notice of Cancellation

Professional Liab- Claims Made: Aggregate 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 subrogation endorsement (Form SS 00 08 04 05) & (HA 99 16 03 12) that provides additional insured & waiver of subrogation status to the certificate holder only when there is a written contract between certificate holder that requires it or such status;  
**SEE ATTACHED ACORD 101**

**CERTIFICATE HOLDER****CANCELLATION**

Hidalgo County  
 Attn: Purchasing Department  
 2812 S. Highway Business 281  
 Edinburg, TX 78539

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: LEONGAR-02

HEREN1

LOC #: 1

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

|   |                             |  |  |
|---|-----------------------------|--|--|
| AGENCY<br><b>Shepard Insurance Agency</b> |                             | NAMED INSURED<br><b>Leonel Garza Jr &amp; Associates LLC</b> |  |
| POLICY NUMBER<br><b>SEE PAGE 1</b>        |                             | 1419 Dove Ave<br>Suite 1<br>McAllen, TX 78504                |  |
| CARRIER<br><b>SEE PAGE 1</b>              | NAIC CODE<br><b>SEE P 1</b> | EFFECTIVE DATE: <b>SEE PAGE 1</b>                            |  |

## 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

## **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.

  
\_\_\_\_\_  
Authorized Representative

August 26, 2015

\_\_\_\_\_  
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**

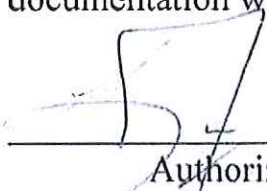
**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

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.

  
\_\_\_\_\_  
Authorized Signature

August 26, 2015  
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

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**Fwd: Request for Review**

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**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**

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**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.

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**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.