AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
November 17, 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-52257** Update by the Hidalgo County Regional Mobility Authority

B. **AI-52272** Discussion and possible action on Order Approving Memorandum of Understanding among the County of Hidalgo, the City of Edinburg, the City of McAllen, the City of Mission and the City of Pharr and the University of Texas Rio Grande Valley regarding the Development of and Funding for The University of Texas Rio Grande Valley School of Medicine and the related Chapter 381 Economic Development Agreement by and among Hidalgo County, Texas, The University of Texas Rio Grande Valley and The University of Texas System.

7. **District Courts:**

A. **AI-52228** 449th District Court:
Requesting approval to reimburse Judge Jesus Contreras the amount of $195.00 (req. # 287549) for payment of National Council of Juvenile and Family Court Judges membership dues, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

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

A. **AI-52218** 1. Approval of certification of revenues as certified by the County Auditor for FY2015 Hidalgo County Domestic Violence Specialty Prosecutor Grant.
2. Approval to appropriate the FY 2015 Hidalgo County Domestic Violence Specialty Prosecutor Grant funds.
3. Approval of the following personnel actions:

Slot #	Dept	Position Title	Proposed Salary/Allowance
G001	080-018	Advocate I	$33,000.00
G002	080-018	Assistant District Attorney III	$63,100.00
A142	080-007		$900.00

4. Approval to appropriate funds in the amount of $ 900.00 for auto allowance from Fund 1223
5. Approval of the salary schedule in accordance with Commissioners Court approval.

B. **AI-52115** 1. Approval of certification of revenues as certified by the County Auditor for the FY 2016-2017 Victim Assistance Program.
2. Approval to appropriate the FY 2016-2017 Victim Assistance Program grant funds.
3. Approval to appropriate HB65 funds.
4. Approval of the following personnel actions:

Slot#	Dept	Position Title	Proposed Salary/Allowance
G001	080-017	Advocate I	$33,000.00
G002	080-017	Advocate I	$33,000.00
G003	080-017	Assistant District Attorney II	$58,100.00
A141	080-007		$900.00

5. Approval of the salary schedule in accordance with Commissioners Court approval.

9. **County Treasurer - Norma Garcia:**

A. **AI-52235** 1. Discussion, consideration and approval of Hidalgo County Investment Policy in accordance with Chapter 2256.005(e) of the Texas Local Government Code.
2. Discussion, consideration and approval of Multi-Bank Securities, Inc. Resolution.
3. Discussion, consideration and approval of the Authorized Broker/Dealers List in accordance with Chapter 2256.025 of the Texas Local Government Code.

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

A. **AI-52035** Discussion, consideration, and approval to execute an inter-local agreement between the County of Hidalgo and the City of Pharr for implementation of scofflaw procedures and processes for vehicle registration denial services.

B. **AI-52239** Presentation for discussion, consideration, acceptance and approval of a Dealer Agreement between Hidalgo County and (Heller-Bird III, LTD. DBA Jaguar San Juan, Land Rover San Juan – P118864, Heller-Bird V, LTD. DBA Acura of the Rio Grande Valley – P130258, Heller-Bird II, LTD. DBA Audi San Juan – P116285, Heller-Bird Motors, LTD. DBA Mercedes-Benz of San Juan, Smart Center of San Juan – P112761)

11. **Sheriff's Office:**

A. **AI-52184** 1. Authorization and approval to accept the FY 2016 STEP – Impaired Driving Mobilization Grant in the amount of $32,741.52.
2. Authorization to delegate Sheriff Guerra, as authorized official, to sign Grant Agreement.
3. Authorization to pay Overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY 2016 STEP- Impaired Driving Mobilization Grant.
5. Approval to appropriate the budget for the FY 2016 STEP – Impaired Driving Mobilization Grant in the amount of $32,741.52.

B. **AI-51864** State Criminal Alien Assistance Program (SCAAP) Grant (1284):
1. Authorization and approval for Certification of Revenues for SCAAP 2015
2. Authorization and approval for Appropriation of funds for SCAAP 2015 in the amount of $34,934.00

C. **AI-52074** 1. Approval of agreements for Shooting Range Use/Training between the Hidalgo County Sheriff's Office and

a. Bureau of Alcohol, Tobacco, Firearms, and Explosives
b. Lower Rio Grande Valley Development Council

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

12. **Executive Office:**

A. **AI-52262** Presentation of 1st Quarter Delinquent Tax Collection Report for the period of July 1, 2015 - September 30, 2015 - Linebarger Goggan Blair & Sampson, LLP

B. **AI-52268** 1. Discussion and action on tax resale bids received on the properties (see attached list)

2. Discussion and action on Order for tax resale bid properties

13. **Health & Human Services Department:**

A. **Health Care Funding District:**

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

B. **Indigent Health Care Program:**

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

14. **Emergency Management:**

A. **AI-52281** 1. Presentation, discussion, and necessary action on Proclamation to terminate the Order Continuing Local State of Disaster for the County of Hidalgo due to the torrential rain event of October 24, 2015, which caused severe damage and flooding to property.
2. Presentation, discussion and authorization for the County Judge to sign

the required documentation.

15. Community Service Agency:

A. AI-52241 Presentation and approval of the PY 2016 Community Needs Assessment Strategic plan and CAP plan

B. AI-52293 Approval of the amendment to the license agreement between the County of Hidalgo Texas and SHAH Software Inc.

16. Elections Administration:

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

17. Precinct #2 - Comm. Cantu:

A. AI-52182 Requesting approval of Memorandum of Understanding between the County of Hidalgo, Mcallen Careers Institute, and Motivation Education & Training, Inc to provide vocational trade training (welding) at the Pct. 2 Alamo CRC

18. Precinct #3 - Comm. Flores:

A. AI-52266 1. Requesting approval of Interlocal Cooperation Agreement between City of Palmview and County of Hidalgo for road improvement project (Champion Lane).

2. Approval of ICA Project in accordance with Texas Government Code 791.014 to overlay Champion Lane in the City of Palmview, Texas.

B. AI-52055 Requesting approval of First Amendment to Interlocal Cooperation Agreement between the County of Hidalgo and the City of Alton concerning certain improvements to FM 676 (Mile 5) from SH 107 (Conway) to Taylor Road.

C. AI-52271 Requesting approval to name road located at 5 1/2 miles North FM 492 as **Vera Rd.**

19. Budget & Management:

A. **AI-52285** Pct 4 Rio Grande Care Rd (1200):
Approval of 2015 interfund transfer from Co. Wide Adm-Contingency (1100) to Pct 4 Rio Grande Care Road Project (1200) in the amount of $245,000.00 to fund road project expenditures.

B. **AI-52280** 1. Discussion, consideration and approval of AEP (American Electric Power) Contribution-In-Aid-of-Construction Agreement for Electric Distribution Services for the installation of 7 streetlights at Mi Sueno Subdivision in Precinct #3.

2. Discussion, consideration and approval of AEP (American Electric Power) Contribution-In-Aid-of-Construction Agreement for Electric Distribution Services for the installation of 17 streetlights at Eduardos #8 Subdivision in Precinct #3.

3. Discussion, consideration and approval of MVEC (Magic Valley Electric Cooperative) Agreement for the installation of 2 streetlights at Lucero del Norte Subdivision in Precinct #1.

4. Discussion, consideration and approval of MVEC (Magic Valley Electric Cooperative) Agreement for the installation of 19 streetlights at Goolie Meadows Subdivision in Precinct #1.

5. Discussion, consideration and approval of MVEC (Magic Valley Electric Cooperative) Agreement for the installation of 19 streetlights at El Dora Heights Subdivision in Precinct #2.

C. **AI-52093** Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of $6,928.83 (First Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

20. **Purchasing Department:**
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-52048** A. Requesting approval to declare the items listed in Exhibit "A" (attached herein), office furniture, equipment and vehicles as "Surplus" for the purpose of sale through auction (scheduled for 12-09-2015) in accordance with Texas Local Government Code 263.152 (a)(1); AND, in the event "NO BIDS" received,

   B. Pursuant to Texas Local Government Code, 263.151(1) and/or 263.152(a)(3), Commissioners Court proceed to:'...order any of the property to be destroyed or otherwise disposed of as worthless in as much as the sale of said items CC undertook to sell (under Subsection (1) at auction on 12-09-2015 resulted in no bids were received;

   C. Requesting authority to publish advertisement for the auction of surplus equipment and vehicles scheduled for 12-09-2015, including, but not limited to, Seized, Abandoned and Unclaimed Property or additional and/or necessary auctions.

2. **AI-52077** Presentation of the sole responsible vendor submitting the lowest and best bid response [s detailed in tabulation sheet contained herein & meeting all specifications and/or requirements] for award and approval of contract for the Request for Bid titled: Hidalgo County-"Concrete Mix and Delivery or Pick Up Services" through project No.: 2015-310-10-28-SGS.

B. Pct. 1

1. **AI-52031** A. Pursuant to Texas LGC Chapter/Section 263.151 (2)(B)(C)(CD) and 263.152 (a)(2) action to declare one (1) GMC 8500 and one (1) 2004 Freightliner Grapple Trucks as "Surplus" [detailed & described in the Exhibit attached herein] for the purpose of disposition [of the 2 units] for use as "Trade-Ins" toward the acquisition of new units;

   B. Approval of Governmental Equipment Lease-Purchase Agreement No 2746981 between Holt CAT Truck Center thru the Buyboard Contract 430-13, Caterpillar Financial Services Corporation and Hidalgo County for the lease-purchase of two (2) CT660S-Trucks for Pct 1 Sanitation with authority for the County Judge to sign all related documents for the financing purposes (Project # 2015-391).

C. Pct. 2

1. **AI-52263** Requesting approval of a professional appraisal services agreement with LEONEL GARZA, JR. & ASSOCIATES, LLC for the purposes of appraisal services for: The Fair Market Value Appraisals in connection with the Acquisition of Land-Sale and/or Exchange, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 2 (on an as needed basis) and as selected for negotiations by CC from the "POOL" of Appraisers by CC on 10/13/15.

D. Pct. 3

1. **AI-52256** a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Consulting Engineers, Inc. dba L&G Engineering, for "Veterans Boulevard (SH 495) Project (from Abram Road East to La Homa Road)"as approved for negotiations on CC 04/14/15.

   b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $843,140.00) as submitted by project engineer, L&G Consulting Engineers, Inc. dba L&G Engineering for, "Environmental Assessment, Public Involvement, Schematic and Hydrologic Design for Veterans Blvd (SH 495) project from Abram Rd to La Homa Rd (FM 364)" located Pct. No. 3 through Contract #C-15-161-11-17.

2. **AI-52227** Acceptance and approval of Work Authorization No. 3 (estimated cost of $1,797,300.00) for Engineering Services required for the preparation for the PS&E, ROW Mapping, Field Surveying and ROW Acquisition Services for the Liberty Rd Project form US 83 to Mile 3. C-12-246-10-16

E. WIC

1. **AI-52078** Presentation of bids received for the purpose of award and approval of contract to the responsible vendor submitting the lowest and best bid [while meeting all specifications and/or requirements] as attached hereto for RFB No. 2015-321-10-21-HGO - "Medical Supplies" - WIC Program.

F. Budget & Management

1. AI-52151 a. Presentation of scoring grid below (for the purposes of ranking by CC as qualified to continue process) of the responses received and evaluated in connection with RFP No. 2015-283-10-25-YSS Consulting Services for Self-Funded Insured Group Health for Hidalgo County Employees, in order to proceed forward with the negotiation portion of the procurement process;

	Alamo Insurance Group, Inc.	Crystal & Company	Jaime R. Solis Consulting	Valley Risk Consulting	Walker & Associates
Evaluator 1	98	85	10	68	87
Evaluator 2	97	91	52	88	92
Evaluator 3	95	85	63	87	86
Evaluator 4	94	86	11	50	84
Evaluator 5	98	98	0	83	85
Average Score	96.4	89.0	27.2	75.2	86.8
CC Rank					

b. Requesting authority for Purchasing Department to enter into negotiations with the number one (1) ranked proposer _____ for: Consulting Services for Self-Funded Insured Group Health for Hidalgo County Employees.

G. Sheriff's Office

1. AI-52232 a. Approval of Construction Change Directive #2 (as drafted/submitted through project engineering, Chanin Engineering, LLC reviewed/concurred by construction manager, Prodigy) in the amount of $25,915.75 (Allowance) so as to give general contractor, Central Air Heating Service, Inc. the notice to proceed, if applicable.

b. Approval of Change Order No. 1 in connection with the "Adult Detention and Law Enforcement Facility Repairs and/or Replacement," to credit the amount of $27,000.00 from contracted vendor, CAHS, Inc. and as recommended by project engineer, Chanin Engineering, LLC.

2. AI-52027 Presentation of bids received for the purpose of award and approval of contract document to the responsible vendor submitting the lowest and best bid and meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff Office - "Radiological Diagnostic & Related Mobile Services" for RFB 2015-311-10-21-YZV

3. AI-52082 Approval to purchase One (1) New 2016 Ford Explorer Base FWD through the County's membership/participation with BuyBoard's awarded vendor, Caldwell Country Chevrolet/Ford (Contract #430-13) in the amount of $26,289.00 which includes delivery and a one time administration fee of $400.00-Project #2015-392-MEG.

H. Co. Wide

1. AI-52069 Requesting authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: "Hidalgo County Pool of Professional Services" for the following;

A. Architectural Services RFQ 2016-001-01-27-YSS
B. Engineering Services RFQ 2016-002-01-27-YZV
C. Eng. Serv. Geotechnical & Construction Material Testing RFQ 2016-003-01-27-HGO
D. Construction Management Services RFQ 2016-004-01-27-MSS
E. Appraisal Services RFQ 2016-005-01-27-SMA
F. Surveying Services RFQ 2016-006-01-27-SGS

for selection on an "as needed basis" (through a grading/scoring, ranking, negotiation protocol-as established by CC) per project by Hidalgo County Commissioners' Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services effective March 16, 2016 through March 15, 2017.

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-52286** Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Bluebird

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

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

23. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-52287** Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Bluebird

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

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

26. **Adjourn**

AI-52257 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Update by the Hidalgo County Regional Mobility Authority

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact; update only.

Attachments

report

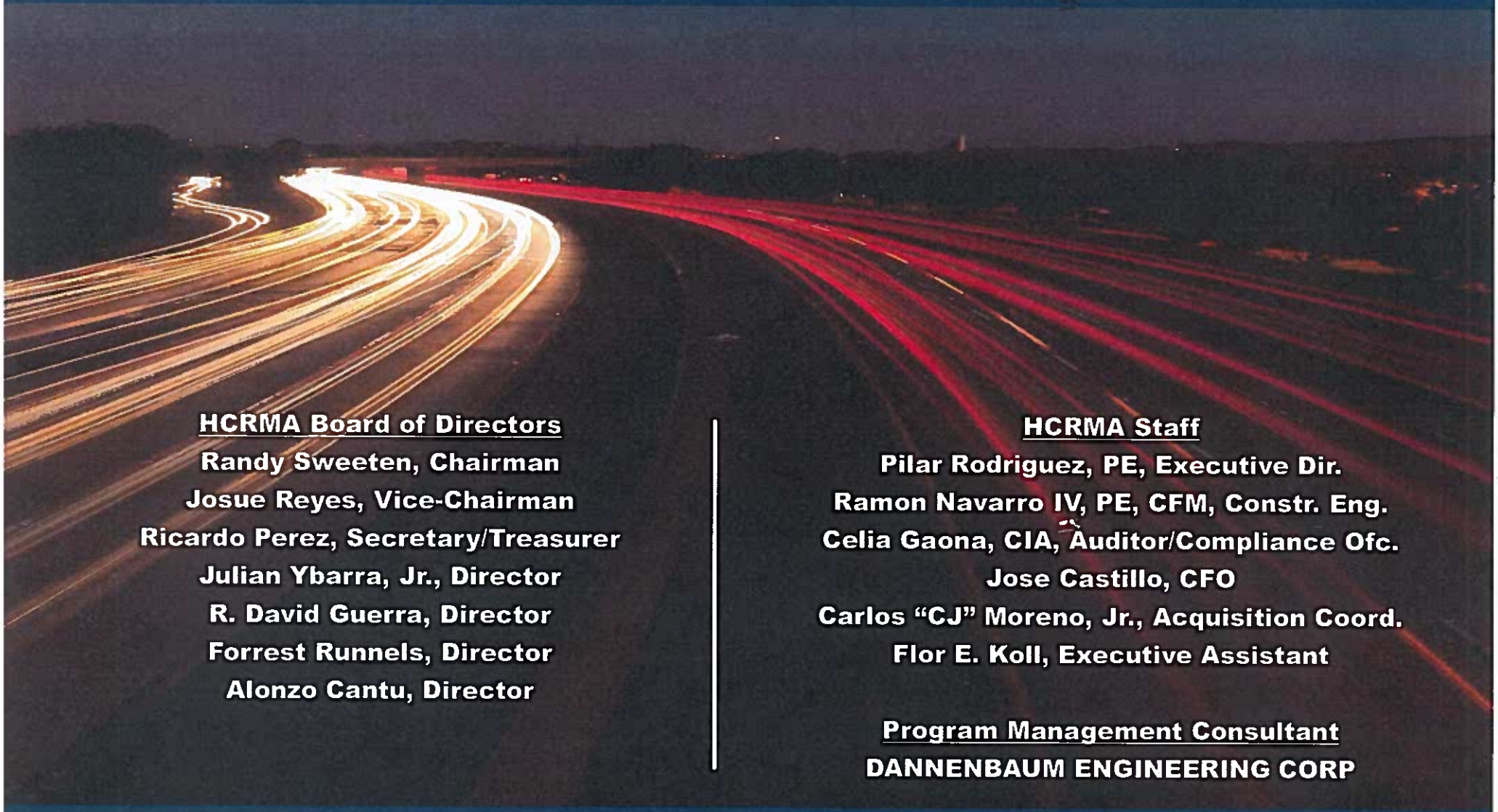
Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 12:48 PM
Ivan Cantu	Ivan Cantu	11/12/2015 01:23 PM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM

Form Started By: Virginia Jones Started On: 11/12/2015 10:15 AM

Final Approval Date: 11/13/2015

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



HCRMA Board of Directors

Randy Sweeten, Chairman
Josue Reyes, Vice-Chairman
Ricardo Perez, Secretary/Treasurer
Julian Ybarra, Jr., Director
R. David Guerra, Director
Forrest Runnels, Director
Alonzo Cantu, Director

HCRMA Staff

Pilar Rodriguez, PE, Executive Dir.
Ramon Navarro IV, PE, CFM, Constr. Eng.
Celia Gaona, CIA, Auditor/Compliance Ofc.
Jose Castillo, CFO
Carlos "CJ" Moreno, Jr., Acquisition Coord.
Flor E. Koll, Executive Assistant

Program Management Consultant

DANNENBAUM ENGINEERING CORP

HCRMA Briefing Before the Hidalgo County Commissioner's Court
Provided: November 17, 2015

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



OVERVIEW

- HCRMA Background
- SH 365 Project Progress
- IBTC Project Progress
- Overweight/Oversize Corridor Permitting Progress

MISSION STATEMENT:
"To provide our customers with a rapid and reliable alternative for the safe and efficient movement of people, goods and services"

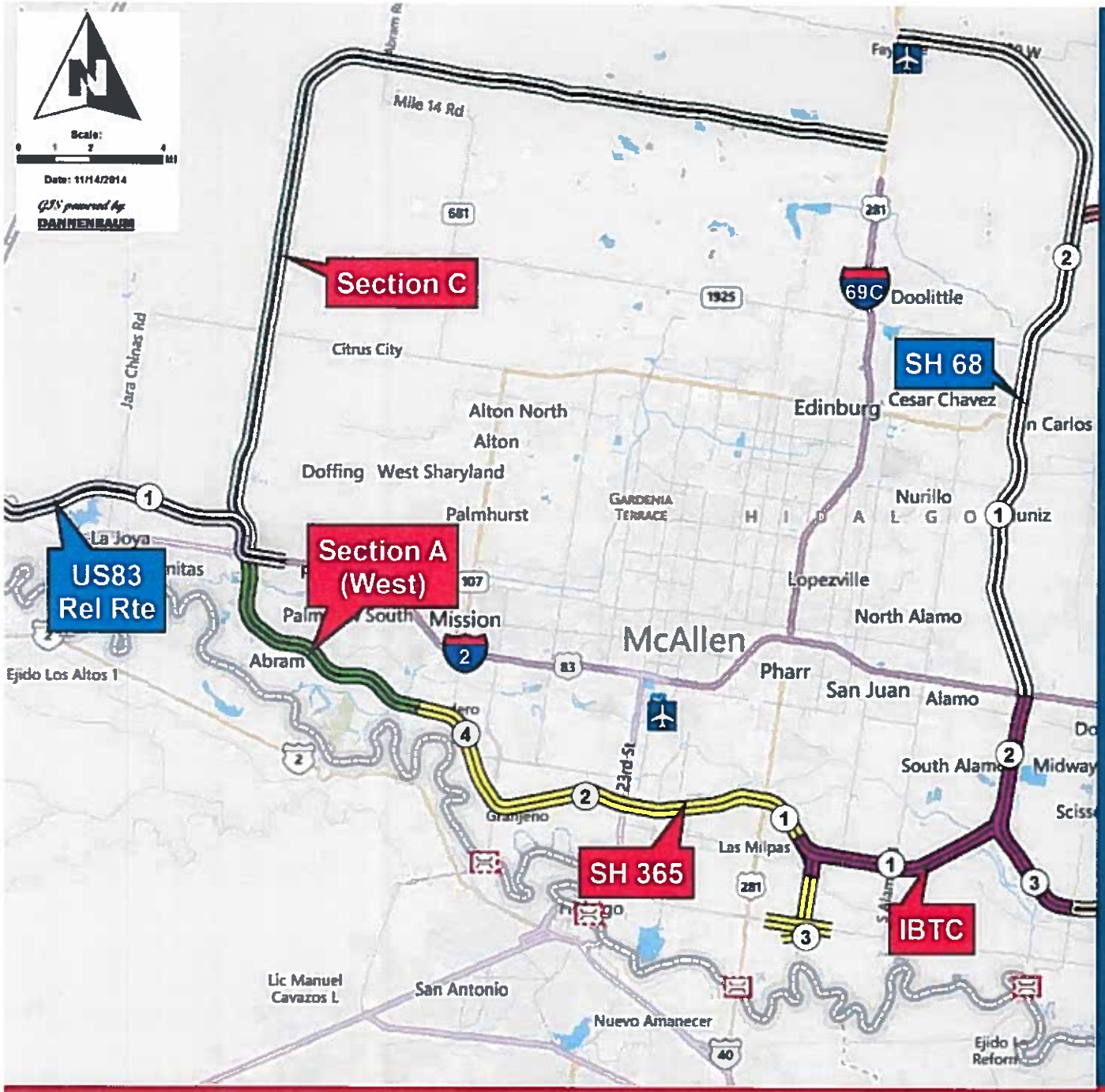
HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD LEADERSHIP

- Randy Sweeten, Chairman
- Josue Reyes, Vice Chairman
- Ricardo Perez, Secretary/Treasurer
- Forrest Runnels, Director
- David Guerra, Director
- Alonzo Cantu, Director
- Julian Ybarra, Director



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



STRATEGIC PLAN

SHORT RANGE PLAN INCLUDES:

- SH 365
- IBTC
- US 83 REL. ROUTE
- SH 68

IN ORDER TO SERVE A POPULATION OF APPROXIMATELY 800,000 RESIDENTS AND 5 PORTS OF ENTRY.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



SH 365 PROJECT MILESTONES

NEPA CLEARANCE: 07/03/2015

SH 365 SEG. 3 -

LETTING: 09/2015

CONSTR. START: 01/2016

SH 365 SEGS. 1 & 2 -

LETTING: 05/2016

CONSTR. START: 10/2016

OPENING DATE: 04/2019

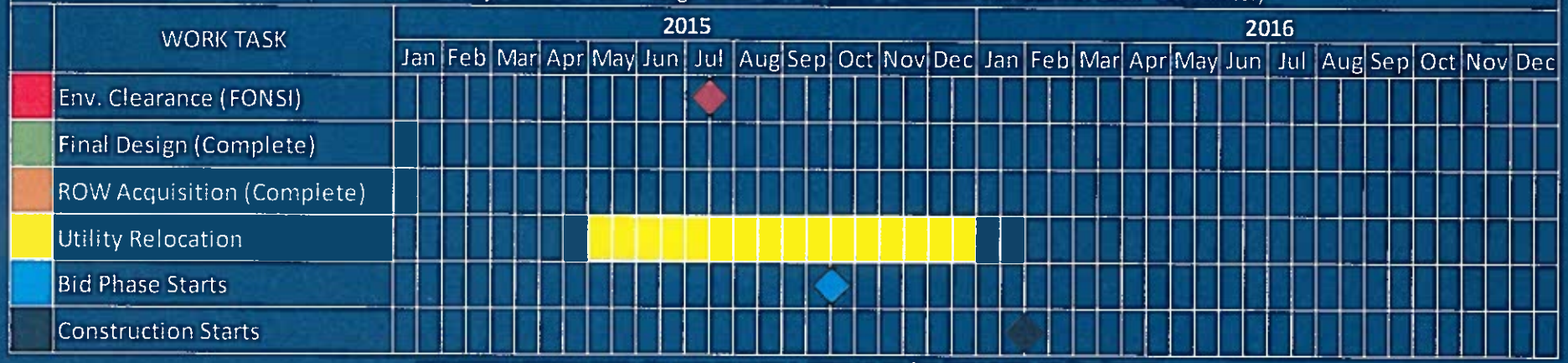
SH 365 SEGS. 1 , 2, AND 3: FROM FM 1016/CONWAY AVE TO US 281 INCLUDING BSIF CONNECTOR AND OVERPASS AT MIL. HWY.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

SH 365 PROJECT SCHEDULE

SH 365 / US 281 Improvements - Phase I (Segment 3)

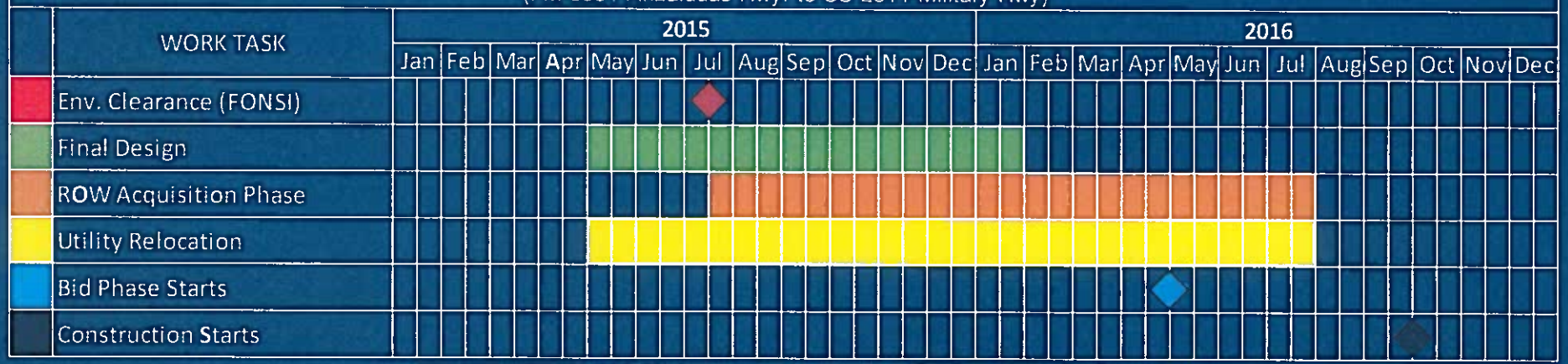
(US 281 / Mil. Hwy. from SP600 / Cage Blvd. to FM 2557 / Stewart Rd and the BSIF Connector)



CONSTRUCTION FOR SH 365 PHASE I: FROM 02/01/2016 TO 09/30/2017

SH 365 - Phase II (Segments 1 & 2)

(FM 396 / Anzalduas Hwy. to US 281 / Military Hwy)



CONSTRUCTION FOR SH 365 PHASE II: FROM 10/01/2016 TO 4/01/2019

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

SH 365 PROJECT PROGRESS

- Environmental
  - TxDOT ENV has rendered a Finding of No Significant Impact (FONSI) on 7/3/15
- Design
  - PS&E on SH 365 Segment 3 (US 281/BSIF) is 100% complete; PS&E on SH 365 Segments 1 and 2 are 95% complete.
  - Geo-technical for SH 365 Segment 3 (US 281) is 100% complete; Geo-technical for SH 365 Segments 1 and 2 are 100% complete.
  - Onsite Hydrologic Studies for SH 365 Segments 1, 2, and 3 are 100% complete.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

SH 365 PROJECT PROGRESS

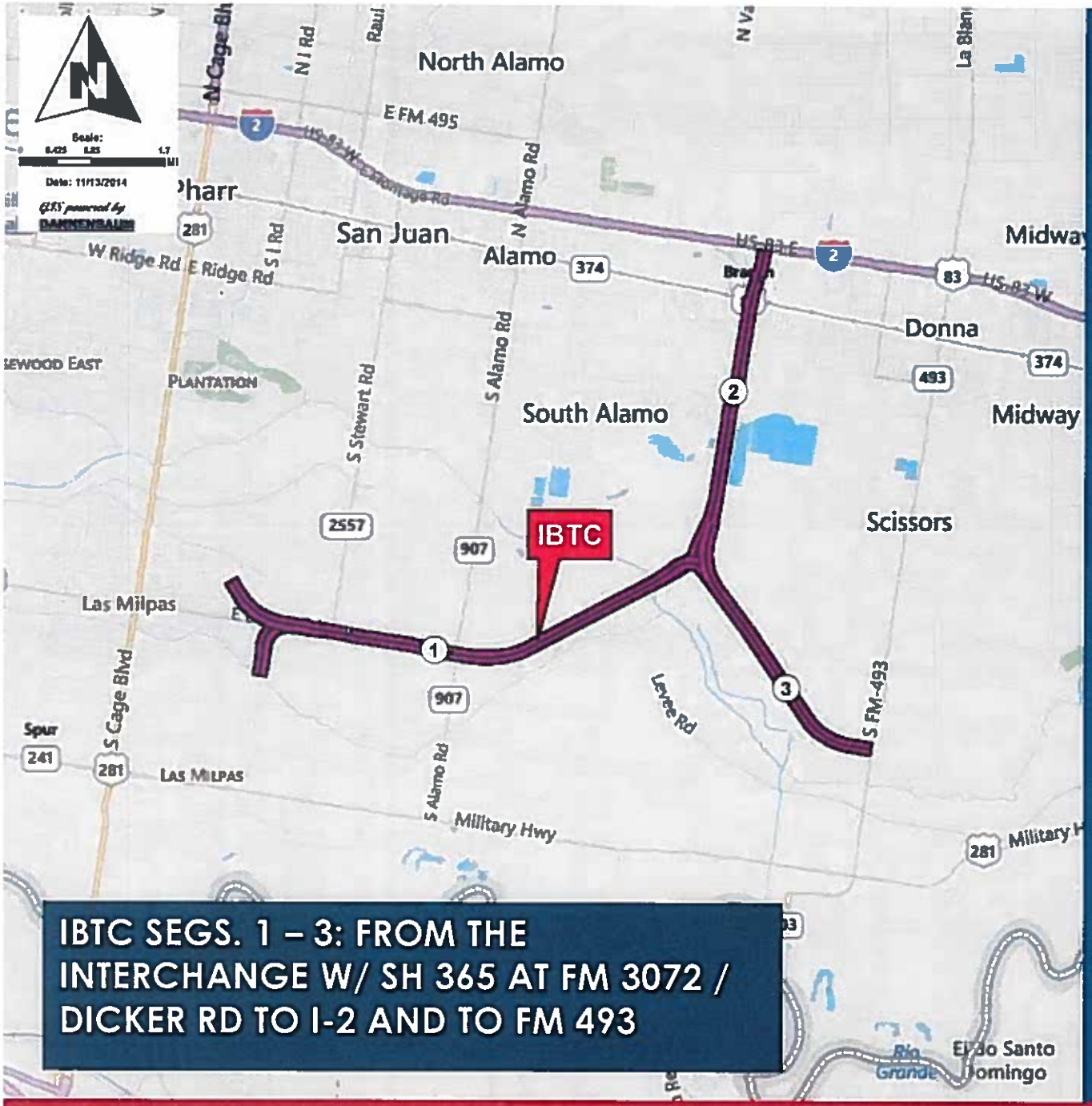
- ROW Mapping / Acquisition
  - Mapping complete (Segments 1 – 4)
  - Acquisition complete on Seg. 3 (US 281 / BSIF Connector)
  - Acquisition ongoing for Segs. 1 & 2:
    - ROW Maps and Parcels for Segs. 1 & 2 delivered to ROW team
    - Appraisals in development
    - Offers have begun to be made from US 281 to 10th Street (> 55% of project)
- Utility Relocations
  - Utility relocations on Segment 3 are bring finalized
  - Utility kickoff meetings conducted on Segments 1 & 2

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

SH 365 PROJECT PROGRESS

- Construction Phase
  - SH 365 Seg. 3: US 281 / BSIF Connector:
    - Bid opening held September 30, 2015
    - Construction Starts 01/2016
    - Construction time 20 months
    - Pending Concurrence from TxDOT on HCRMA selection of Low Bid in order to process Award / move forward with NTP.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



IBTC PROJECT MILESTONES

NEPA CLEARANCE: 08/2016

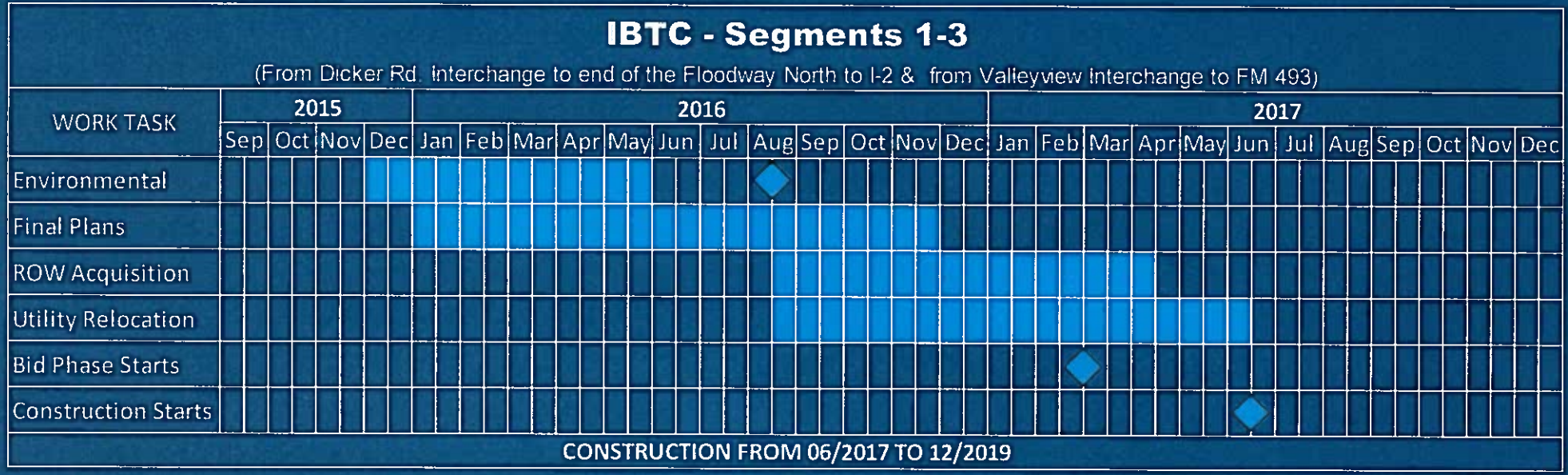
BID DATE: 03/2017

CONSTR. START: 06/2017

OPENING DATE: 01/2020

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

IBTC PROPOSED* PROJECT SCHEDULE



- Proposed Schedule Contingent Upon
  - HCRMA Board direction / Discussion with TxDOT
  - Funding considerations
  - Clearing environmental in order to get project closer to "shovel ready"

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

IBTC PROJECT PROGRESS

- Environmental
  - NEPA document and fieldwork on hold while HCRMA finalizes SH 365 project financing coordination.
- Design
  - PS&E for IBTC Segments 1 - 3 are 40% to 60% complete.
  - Geo-technical borehole efforts are on pause for IBTC Segments 1-3.
  - Onsite Hydrologic Studies for IBTC have been reviewed.
  - Subsurface Utility Exposures are 100% complete.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

IBTC
PROJECT PROGRESS

- ROW Mapping
  - Strip map for complete IBTC project is complete for the entire project.
- ROW Acquisition
  - All parcels north of Donna Reservoirs have been submitted to the ROW Acquisition Team.
  - Local Easement fro AEP/ETT is nearing completion for the transmission line on the East of the IBTC Project ROW (trans/ line no longer within ROW).

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

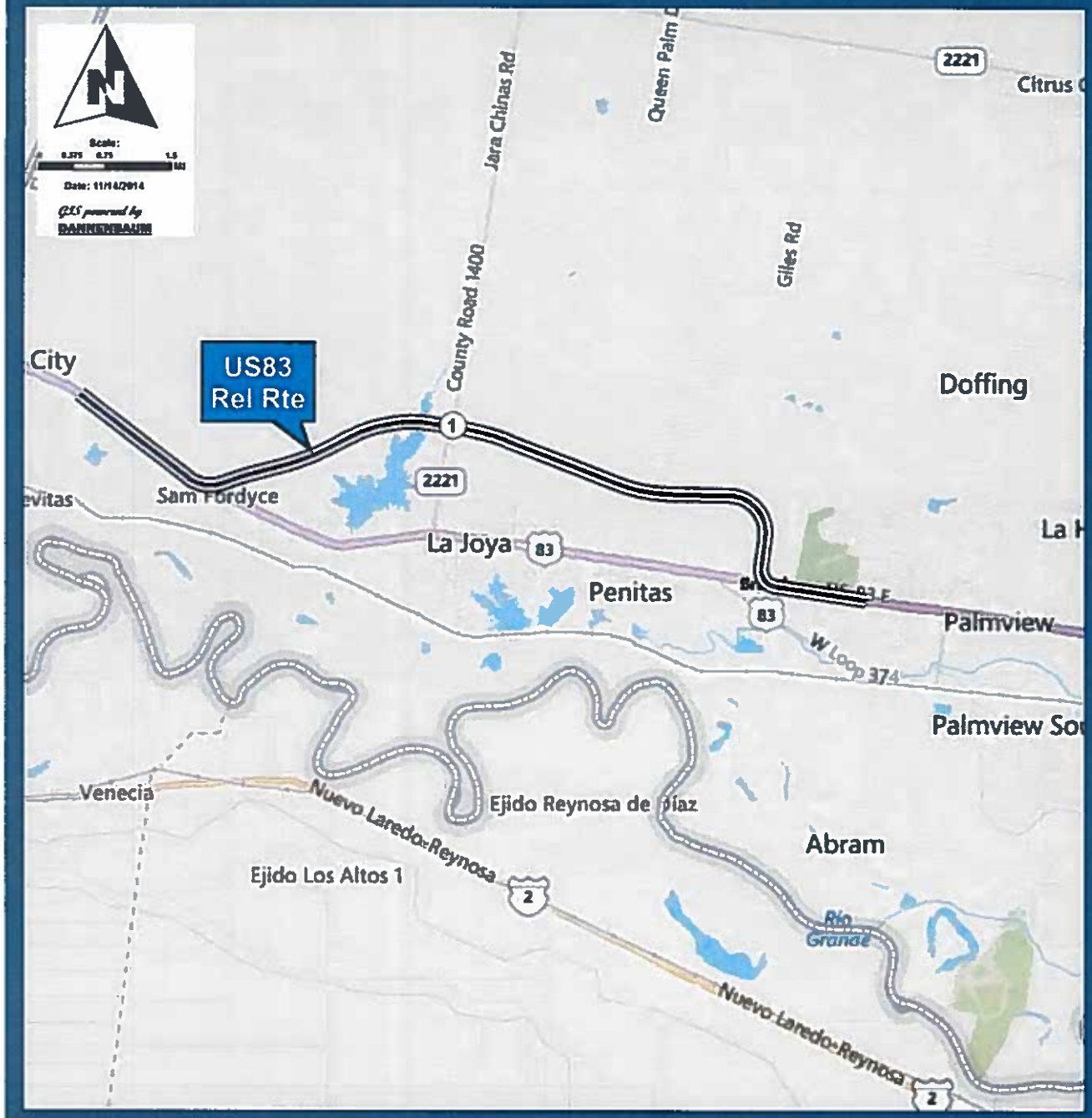


OW/OS CORRIDOR

PERMITTING HIGHLIGHTS:

- FROM 1/1/2015 TO 11/6/2015 TOTAL PERMITS ISSUED: 12,210
- TOTAL AMOUNT COLLECTED: $1,001,479.20
  - Convenience Fees (credit card): $24,679.20
  - Total Permit Fees: $976,800.00.
    - Pro Miles Fees: $36,630.00
    - TXDOT Total: $830,280.00
    - HCRMA Total: $109,890.00

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

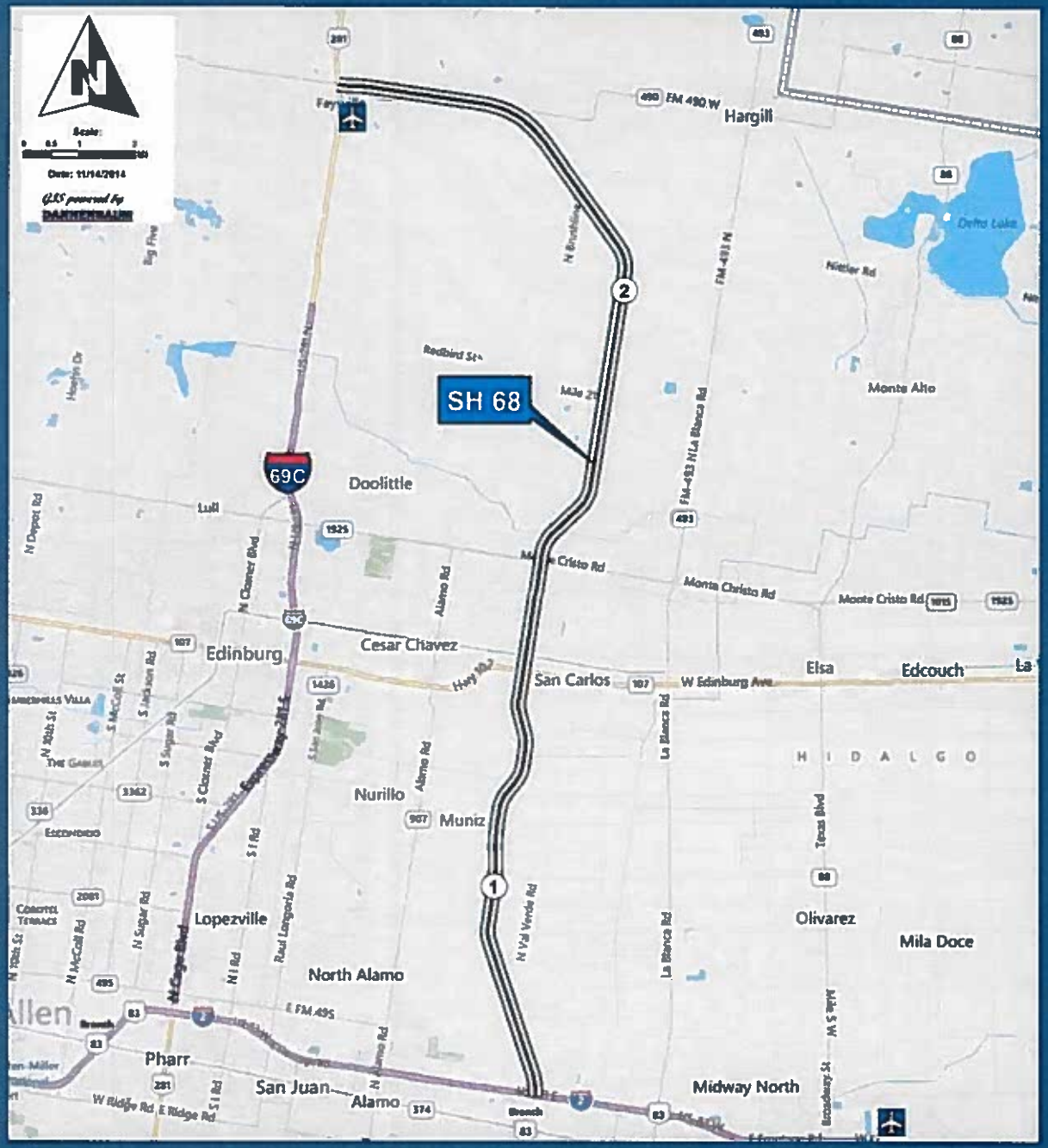


US 83
RELIEF ROUTE (BY TXDOT)

DESCRIPTION:

- PROJECT LENGTH IS APPROX. 8.9 MI
- FROM 1.0 MI EAST OF FM 886 EAST TO 0.50 MI WEST OF SHOWERS RD
- PHASE 1 CONSTRUCTION AS FRONTAGE ROADS, LET BY TXDOT 07/2015
- IF FEASIBLE, FUTURE CONSTRUCTION PHASES MAY INCLUDE OPTION TO BUILD TOLLROAD MAINLANES

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

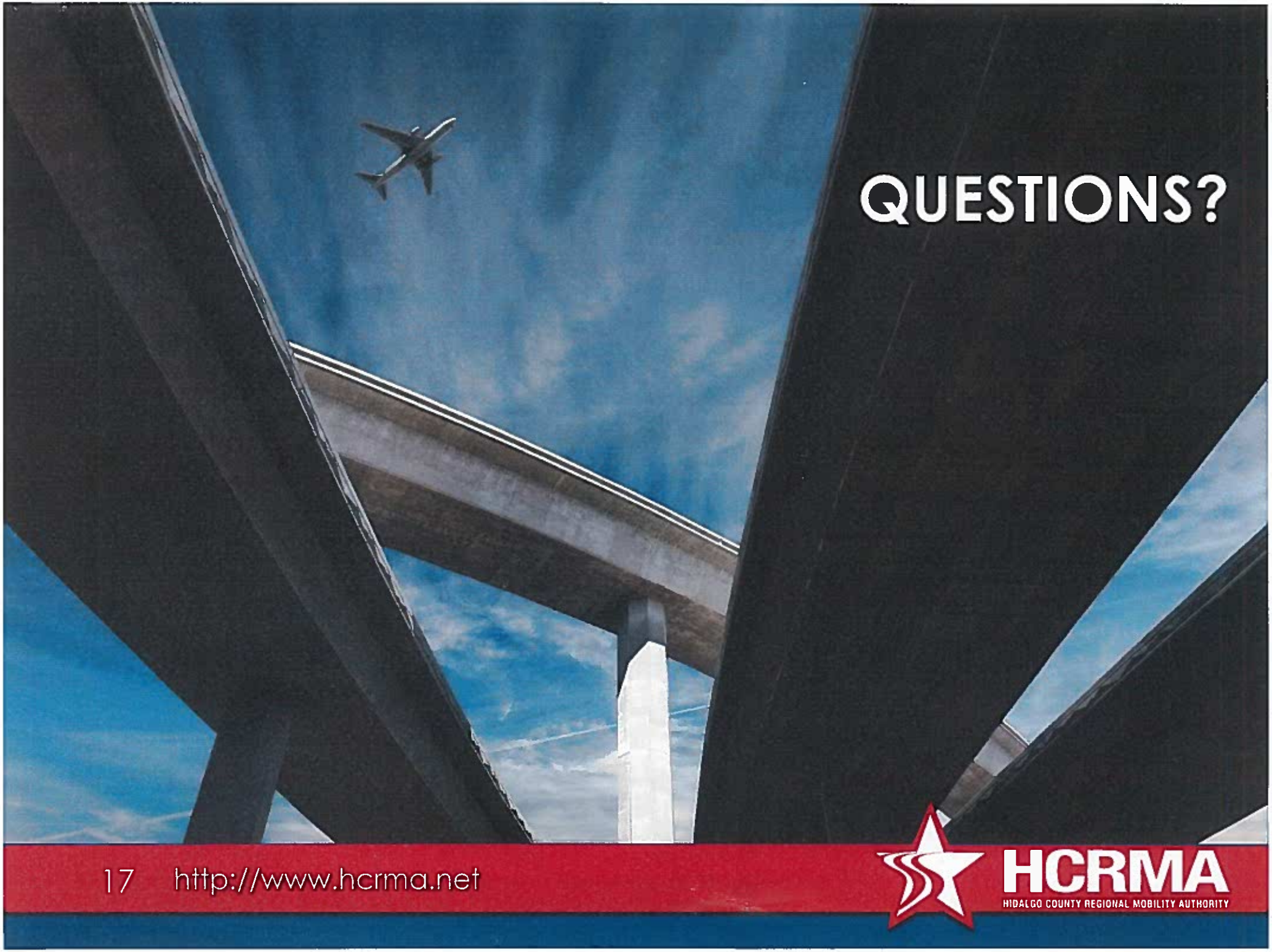


SH 68 (BY TXDOT)

DESCRIPTION:

- PROJECT LENGTH IS APPROX. 22 MI (ALIGNMENT OPTIONS UNDER STUDY)
- FROM I-2 TO I-69C BETWEEN ALAMO AND DONNA AND RUNS NORTH TO I 69C/US 281 NORTH OF EDINBURG
- PHASE 1 CONSTRUCTION AS FRONTAGE ROADS UP TO FM 1925, FULLY FUNDED
- FUTURE CONSTRUCTION PHASES MAY INCLUDE FRONTAGE ROADS FROM FM 1925 TO US 281 AND/OR TOLLROAD MAINLANES (WHERE FEASIBLE)

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AI-52272 **County Judge's Office** **6. B.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Michael Leo, COUNTY JUDGE **Submitted By:** Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and possible action on Order Approving Memorandum of Understanding among the County of Hidalgo, the City of Edinburg, the City of McAllen, the City of Mission and the City of Pharr and the University of Texas Rio Grande Valley regarding the Development of and Funding for The University of Texas Rio Grande Valley School of Medicine and the related Chapter 381 Economic Development Agreement by and among Hidalgo County, Texas, The University of Texas Rio Grande Valley and The University of Texas System.

BACKGROUND

Fiscal Impact

Attachments

agree
mou
order
LEGAL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 12:51 PM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Virginia Jones		Started On: 11/12/2015 12:39 PM
Final Approval Date: 11/13/2015		

CHAPTER 381
ECONOMIC DEVELOPMENT AGREEMENT

By and Among

HIDALGO COUNTY, TEXAS,

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

and

THE UNIVERSITY OF TEXAS SYSTEM.

Effective as of November 17, 2015

CHAPTER 381

ECONOMIC DEVELOPMENT AGREEMENT

This **CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT** (this "***Agreement***") is entered into to be effective as of the 17th day of November, 2015 (the "***Effective Date***"), by and among **HIDALGO COUNTY, TEXAS** (the "***County***") and **The UNIVERSITY OF TEXAS SYSTEM** ("***UT System***") and **THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY** ("***UTRGV***"). (UTRGV and UT System are collectively styled "***UT***").

RECITALS

WHEREAS, on August 26, 2014, the County, UT System, and the Cities of Edinburg, McAllen, Mission, and Pharr (the cities hereinafter referred to as the "***City Parties***") signed a Memorandum of Understanding ("***Previous MOU***") concerning commitments related to establishment of The University of Texas Rio Grande Valley Medical School ("***Medical School***") in order to advance the health, education and economy of the region; and

WHEREAS, UT System committed to creating and operating in the lower Rio Grande Valley, the new Medical School, with the expectation that the Medical School will increase opportunities for economic development, including new and expanded research funding and technology transfer and commercialization; and

WHEREAS, operation of the Medical School will create new jobs and tax value, and will promote local economic development and stimulate business and commercial activity in the County; and

WHEREAS, under Chapter 381 of the Texas Local Government Code, the County has adopted an economic development program to promote local economic development and stimulate business and commercial activity within the County; and

WHEREAS, to ensure the success of the Medical School, the County committed to fund certain amounts in recognition of the increase in opportunities for economic development, pursuant to an economic development agreement; and

WHEREAS, the Previous MOU contemplated the County and UT System entering into an agreement with respect to the provision of the funds committed by the County in the Previous MOU and the parties opted to proceed under option (ii) of the "The County of Hidalgo" heading of Section 4 of the Previous MOU by executing that certain Economic Development Agreement (the "***Previous 381 Agreement***") entered into

and effective as of the 16th day of December, 2014, between the County and UT System; and

WHEREAS, pursuant to the Previous MOU and the Previous 381 Agreement, UT System allocated Ten Million Dollars in support of the new Medical School for the year 2014 and the County made the payment due for 2014 and 2015 to UT System; and

WHEREAS, as contemplated in the Previous MOU, the Medical School is being developed as part of the newly created UTRGV, which was not operational at the time the Previous MOU or the Previous 381 Agreement were executed, and therefore was not a party to the Previous MOU or the Previous 381 Agreement; and

WHEREAS, to properly include UTRGV in the arrangements with the County and the City Parties for the Medical School, the County, UT System, UTRGV, and certain of the City Parties are entering into a new Memorandum of Understanding ("***New MOU***"), which supersedes and replaces the Previous MOU; and

WHEREAS, the New MOU contemplates the County and UTRGV entering into a new agreement with respect to the provision of the funds committed by the County in the New MOU to replace the Previous 381 Agreement, and the parties have opted to proceed under option (ii) of the "The County of Hidalgo" heading of Section 4 of the New MOU by executing this Agreement; and

WHEREAS, the County and UT desire to set forth in this Agreement the terms and conditions of the payment to UTRGV of County economic development funds; and

WHEREAS, the parties recognize that all agreements of the parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

PURPOSE AND INTERPRETATION

UT is taking steps to establish the Medical School in accordance with Senate Bill 24, Regular Session, 83rd Texas Legislature, as codified in Chapter 79 of the Texas

Education Code. Subject to the terms and conditions of this Agreement, the County will grant funds to UTRGV each year from 2016 to 2023, in recognition of the increased opportunities for economic development in the County.

ARTICLE II

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

2.1 ***"Agreement"*** has the meaning given such term in the introductory paragraph above.

2.2 ***"City Parties"*** has the meaning given such term in the recitals above.

2.3 ***"County"*** has the meaning given such term in the introductory paragraph above.

2.4 ***"Effective Date"*** has the meaning given such term in the introductory paragraph above.

2.5 ***"Medical School"*** has the meaning given such term in the recitals above.

2.6 ***"New MOU"*** has the meaning given such term in the recitals above. A copy of the New MOU is attached hereto as Exhibit A.

2.7 ***"Previous MOU"*** has the meaning given such term in the recitals above.

2.8 ***"Previous 381Agreement"*** has the meaning given such term in the recitals above.

2.9 ***"Support Payments"*** means the County's payments pursuant to this Agreement.

2.10 The ***"Term"*** of this Agreement (hereinafter so called) shall include, and extend until the earlier of, (a) the end of the payout periods of the Support Payments as set forth in this Agreement, or (b) the creation of a County or multi-county taxing district and either (i) the provision of that district of either an equivalent amount of support as that committed by the County and City Parties

under the MOU or (ii) the acceptance and continuation by that district of the commitments made by the County and City Parties under the MOU.

2.11 ***"UT"*** has the meaning given such term in the introductory paragraph above.

2.12 ***"UT System"*** has the meaning given such term in the introductory paragraph above.

2.13 ***"UTRGV"*** has the meaning given such term in the introductory paragraph above.

ARTICLE III

UT'S OBLIGATION

SECTION 3.1. OBLIGATIONS UNDER NEW MOU. UT remains obligated to the commitments set forth in section 3 of the New MOU and, in accordance with section 4 of the New MOU, to use all funds provided by the County under this Agreement and the Previous 381 Agreement to support UTRGV's medical education programs for first-year and second-year students provided by the Medical School in the County pursuant to Section 74.752 of the Texas Education Code.

SECTION 3.2. SOLE OBLIGATION. The payment of all indebtedness and obligations incurred by UT in connection with the development, construction, and operation of the Medical School shall be solely the obligations of UT. The County shall not be obligated to pay any indebtedness or obligations of UT and shall only be obligated to reimburse UTRGV for the Support Payments in accordance with the terms and conditions of this Agreement.

ARTICLE IV

PAYMENT OF SUPPORT PAYMENTS

SECTION 4.1. COUNTY'S OBLIGATION. The duty of the County to make Support Payments to UTRGV for any purpose under this Agreement is limited in its entirety by the provisions of this Agreement, including without limitation Sections 7.3 and 7.4 below. In addition, the County's obligation to make Support Payments under this Agreement will terminate in the event a district is created that provides the required support in accordance with the last sentence of Section 4 of the New MOU. The County has no further obligation to make any payments to UT System.

SECTION 4.2. TIME FOR MAKING PAYMENTS. During the Term, the County shall pay, each year from 2016 to 2023, a Support Payment of One Million Dollars

($1,000,000) per year to UTRGV. The Support Payments for 2016 through 2023 will be made on or around October 15th of each year; provided that each year UTRGV shall provide an invoice to the County for such payment not less than thirty (30) days prior to such payment being due.

SECTION 4.3. PAYMENTS UNDER PREVIOUS 381 AGREEMENT AND PREVIOUS MOU. UT acknowledges and agrees that the County has satisfied its obligation pursuant to the Previous 381 Agreement and Previous MOU with respect to the 2014 and 2015 payments, and that the County has no further obligations under the Previous 381 Agreement or the Previous MOU.

ARTICLE V

COVENANTS

SECTION 5.1. COVENANTS OF UT. UT shall comply with the following covenants.

SECTION 5.1.1. ORGANIZATION. UT shall not change, or permit to be changed, its organizational documents in any manner that would materially adversely affect UT's obligations under this Agreement.

SECTION 5.1.2. BUSINESS OF UT. During the Term of this Agreement, UT shall work to establish the Medical School as required by Chapter 79 of the Texas Education Code and consistent with the terms of the New MOU. UT shall use the Support Payments as provided in Section 3.1 above.

SECTION 5.2. COVENANTS OF THE COUNTY. The County shall comply with the following covenants.

SECTION 5.2.1. ORGANIZATION. The County shall not change, or permit to be changed, its organizational documents in any manner that would materially adversely affect the County's obligations under this Agreement.

SECTION 5.3 FURTHER ACTIONS. The County and UT will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

SECTION 6.1. REPRESENTATIONS AND WARRANTIES OF UT. UT represents and warrants to the County, as of the Effective Date, as follows:

SECTION 6.1.1. AUTHORITY. The execution, delivery and performance by UT of this Agreement is within its respective powers and have been duly authorized by all necessary action.

SECTION 6.1.2. NO CONFLICTS. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof will contravene the organizational documents of UT or any judgment, decree, license, order or permit applicable to UT, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of UT pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which UT is a party or, to the knowledge of UT, by which UT is bound, or to which UT is subject.

SECTION 6.1.3. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of UT, threatened against or affecting UT or any subsidiaries of UT, questioning the validity or any action taken or to be taken by UT in connection with the execution, delivery and performance by UT of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by UT hereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of UT to perform, its obligations under this Agreement or (ii) would have an adverse effect on the consolidated financial condition or results of operations of UT or on the ability of UT to conduct its business as presently conducted or as proposed or contemplated to be conducted (including the operation of the Medical School).

SECTION 6.1.4. NO DEFAULTS. UT is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which UT is a party or by which UT or any of its property is bound that would have any material adverse effect on UT's ability to perform under this Agreement.

SECTION 6.2. REPRESENTATION AND WARRANTIES OF THE COUNTY. The County represents and warrants to UT, as of the Effective Date, as follows:

SECTION 6.2.1. AUTHORITY. The execution, delivery and performance by the County of this Agreement is within its respective powers and have been duly authorized by all necessary action.

SECTION 6.2.2. NO CONFLICTS. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene the governing documents of the County or any judgment, decree,

license, order or permit applicable to the County, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the County pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the County is a party or by which the County is bound, or to which the County is subject.

SECTION 6.2.3. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the County, threatened against or affecting the County, questioning the validity of any proceedings taken or to be taken by the County in connection with the execution, delivery and performance by the County of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the County hereof, wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of, or the authority or ability of the County to perform its obligations under this Agreement.

SECTION 6.2.4. NO DEFAULTS. The County is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the County is a party or by which the County is bound that would have any material adverse effect on the County's ability to perform under this Agreement.

ARTICLE VII

PERSONAL LIABILITY OF PUBLIC OFFICIALS; FUNDING AUTHORITY

SECTION 7.1. COUNTY OFFICIALS. To the extent permitted by State law, no employee of the County, nor any commissioner, official or agent of the County, shall be personally responsible for any liability arising under or growing out of this Agreement.

SECTION 7.2. UT OFFICIALS To the extent permitted by State law, no employee of UT, nor any regent or agent of UT, shall be personally responsible for any liability arising under or growing out of this Agreement.

SECTION 7.3. COMMITMENT OF CURRENT REVENUES ONLY. The Support Payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the County. Under no circumstances shall the County's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the County shall have no obligation or liability to pay any Support Payments unless the County appropriates funds to make such payment during the year in which such Support Payment(s) is payable.

SECTION 7.4. AUTHORITY. If the final judgment of a court of competent jurisdiction determines that any party to this Agreement lacked the necessary authority to make a commitment expressed in the Agreement, the party is released from the commitment, and that party is entitled to and shall receive a refund of any money paid, transferred, or provided under this Agreement.

ARTICLE VIII

INFORMATION

UT shall, at such times and in such form as County may reasonably require, furnish periodic information concerning the status of the performance of its obligations under this Agreement as may be requested in writing by the County. As requested by the County Auditor for Hidalgo County, under the Previous 381 Agreement UT System has provided a detailed status report on the project and a schedule of how grant money provided by the County will be utilized. During the term of this Agreement, such reports and schedules are the sole responsibility of UTRGV and a report or schedule submitted by UTRGV satisfies such responsibilities of UT.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1. ENTIRE AGREEMENT. This Agreement, including the exhibit hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein. This Agreement supersedes and replaces all previous agreements between the parties hereto with respect to the subject matter hereof, including without limitation the Previous MOU and the Previous 381 Agreement.

SECTION 9.2. AMENDMENT. This Agreement may only be amended, altered, or revoked by written instrument signed by all parties.

SECTION 9.3. SUCCESSORS AND ASSIGNS. In this Agreement, unless a clear contrary intention appears, reference to any party includes such party's successors and assigns, and reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. This Agreement is not assignable without the prior written permission of the other party thereto.

SECTION 9.4. WAIVER. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this

Agreement, except by written instrument of the party charged with such waiver or estoppel.

SECTION 9.5. REMEDIES. Upon breach of this Agreement, including any of the covenants contained in Article V or the representations and warranties contained in Article VI, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages.

SECTION 9.6. NOTICES. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

UT System:	Scott C. Kelley Executive Vice Chancellor for Business Affairs 201 West 7th Street Austin, TX 78701-2982 (512) 400-4560 (512) 499-2982 (fax)
UTRGV:	Guy Bailey President 1201 W. University Drive Edinburg, Texas, 78539 956-365-8779 (956) 665-2150 (fax)
COUNTY:	Hidalgo County 100 E. Cano St., Ste. 201 Edinburg, Texas 78539 Attn: County Judge Telephone: (956) 318-2600 Facsimile: (956) 318-2699
With a copy to:	Hidalgo County Attorney Atlas, Hall & Rodriguez, LLP 818 Pecan Blvd. McAllen, TX 78501 Attn: Stephen L. Crain Telephone: (956) 632-8221 Facsimile: (956) 686-6109

SECTION 9.7. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

SECTION 9.8. SEVERABILITY. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

SECTION 9.9. NO THIRD-PARTY BENEFICIARIES. The County and UT intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County and UT or permitted assignees of the County and UT.

SECTION 9.10. NO JOINT VENTURE. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION 9.11. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

SECTION 9.12. FORCE MAJEURE. Means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the Effective Date.

COUNTY OF HIDALGO, TEXAS

By:_____
Name: Ramon Garcia
Title: County Judge

ATTEST:

_____
County Clerk

UNIVERSITY OF TEXAS SYSTEM

By: _____
Name: William McRaven
Title: Chancellor

UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: _____
Name: Guy Bailey
Title: President

Exhibit A

New MOU

MEMORANDUM OF UNDERSTANDING

among

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

and

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

REGARDING THE DEVELOPMENT OF AND FUNDING FOR THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY SCHOOL OF MEDICINE

1.Purpose

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

2. Background

In Senate Bill 24, the State of Texas authorized the establishment of a new System university in the Rio Grande Valley, which will have integrated within it the medical school initially authorized by Senate Bill 98, Regular Session, 81st Texas Legislature, as codified in Subchapter N, Chapter 74, Texas Education Code. The University of Texas System Board of Regents has committed support for medical education in the Lower Rio Grande Valley and for the UTRGV medical school in the amount of $10,000,000 per year for the next ten years, beginning in 2014. These funds are to be used for faculty support, operations and maintenance of the new medical school.

3. Commitments of the University of Texas System

The System is committed to creating and operating the UTRGV medical school, built on a community-based distributed model of medical education. It is expected that such a school will:

- Offer expanded opportunities for residents of the region to obtain medical degrees.
- Conduct medical research with special emphasis on conditions that might positively impact the health of the region's residents.
- Enhance the quality, extent, and availability of health care in the region through new and expanded facilities that involve faculty, medical students, residents, and other health care profession students.
- Increase opportunities for economic development, including new and expanded research funding and technology transfer and commercialization.
- Improve health throughout the region through public education and prevention programs.

4. Commitments of Local Governments

To support and ensure the success of the System in its endeavor to create and operate the UTRGV medical school, the following commitments are made:

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

The City of McAllen:
On or about October 15th, each year from 2014 to 2023, the City shall pay/transfer/provide to The University of Texas Rio Grande Valley up to $2,000,000.

The City of Mission:
On or about October 15th, each year from 2014 to 2019, the City shall pay/transfer/provide to The University of Texas Rio Grande Valley $250,000.

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

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

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

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

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

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

5. Replacement of Prior Agreement

This agreement replaces the previous agreement executed on August 26, 2014 by and between the County of Hidalgo, the City of Edinburg, the City of McAllen, the City of Mission, the City of Pharr, and the University of Texas System regarding the development of and funding for a Medical School in the Lower Rio Grande Valley. Under the previous agreement, System allocated $10 million in support for the year 2014, and the Cities and Hidalgo County made transfers to The University of Texas System for the year 2014. The Cities and Hidalgo County shall make transfers for 2015 and subsequent years to UTRGV as provided by this agreement.

6. Authority

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

This MOU shall take effect upon the execution of all parties hereto, as evidence by the date of execution on _____, 2015:

[Signature Page Follows]

Judge Ramon Garcia
Hidalgo County

(Date)

Mayor Richard Garcia
City of Edinburg

(Date)

Mayor James E. Darling
City of McAllen

(Date)

Mayor Norberto Salinas
City Mission

(Date)

Mayor Ambrosio Hernandez
City of Pharr

(Date)

Guy Bailey
President Guy Bailey
The University of Texas Rio Grande Valley

9/29/15
(Date)

Chancellor William McRaven
The University of Texas System

(Date)

MEMORANDUM OF UNDERSTANDING

among

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

and

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

REGARDING THE DEVELOPMENT OF AND FUNDING FOR THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY SCHOOL OF MEDICINE

1.Purpose

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

2. Background

In Senate Bill 24, the State of Texas authorized the establishment of a new System university in the Rio Grande Valley, which will have integrated within it the medical school initially authorized by Senate Bill 98, Regular Session, 81st Texas Legislature, as codified in Subchapter N, Chapter 74, Texas Education Code. The University of Texas System Board of Regents has committed support for medical education in the Lower Rio Grande Valley and for the UTRGV medical school in the amount of $10,000,000 per year for the next ten years, beginning in 2014. These funds are to be used for faculty support, operations and maintenance of the new medical school.

3. Commitments of the University of Texas System

The System is committed to creating and operating the UTRGV medical school, built on a community-based distributed model of medical education. It is expected that such a school will:

- Offer expanded opportunities for residents of the region to obtain medical degrees.
- Conduct medical research with special emphasis on conditions that might positively impact the health of the region's residents.
- Enhance the quality, extent, and availability of health care in the region through new and expanded facilities that involve faculty, medical students, residents, and other health care profession students.
- Increase opportunities for economic development, including new and expanded research funding and technology transfer and commercialization.
- Improve health throughout the region through public education and prevention programs.

4. Commitments of Local Governments

To support and ensure the success of the System in its endeavor to create and operate the UTRGV medical school, the following commitments are made:

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

The City of McAllen:
On or about October 15th, each year from 2014 to 2023, the City shall pay/transfer/provide to The University of Texas Rio Grande Valley up to $2,000,000.

The City of Mission:
On or about October 15th, each year from 2014 to 2019, the City shall pay/transfer/provide to The University of Texas Rio Grande Valley $250,000.

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

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

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

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

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

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

5. Replacement of Prior Agreement

This agreement replaces the previous agreement executed on August 26, 2014 by and between the County of Hidalgo, the City of Edinburg, the City of McAllen, the City of Mission, the City of Pharr, and the University of Texas System regarding the development of and funding for a Medical School in the Lower Rio Grande Valley. Under the previous agreement, System allocated $10 million in support for the year 2014, and the Cities and Hidalgo County made transfers to The University of Texas System for the year 2014. The Cities and Hidalgo County shall make transfers for 2015 and subsequent years to UTRGV as provided by this agreement.

6. Authority

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

This MOU shall take effect upon the execution of all parties hereto, as evidence by the date of execution on _____, 2015:

[Signature Page Follows]

Judge Ramon Garcia
Hidalgo County

(Date)

Mayor Richard Garcia
City of Edinburg

(Date)

Mayor James E. Darling
City of McAllen

(Date)

Mayor Norberto Salinas
City Mission

(Date)

Mayor Ambrosio Hernandez
City of Pharr

(Date)

Guy Bailey
President Guy Bailey
The University of Texas Rio Grande Valley

9/29/15
(Date)

Chancellor William McRaven
The University of Texas System

(Date)

ORDER APPROVING MEMORANDUM OF UNDERSTANDING AMONG THE COUNTY OF HIDALGO, THE CITY OF EDINBURG, THE CITY OF McALLEN, THE CITY OF MISSION AND THE CITY OF PHARR AND THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY REGARDING THE DEVELOPMENT OF AND FUNDING FOR THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY SCHOOL OF MEDICINE AND THE RELATED CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT BY AND AMONG HIDALGO COUNTY, TEXAS, THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY AND THE UNIVERSITY OF TEXAS SYSTEM

WHEREAS, Hidalgo County (the "***County***") entered into that certain Memorandum of Understanding among the County of Hidalgo, the City of Edinburg, the City of McAllen, the City of Mission, the City of Pharr and the University of Texas System regarding the Development of and Funding for a Medical School in the Lower Rio Grande Valley dated August 26, 2014 (the "***Original MOU***") in order to advance the health, education and economy of the region;

WHEREAS, as contemplated by the Original MOU, the County and the University of Texas System (the "***UT System***") entered into an economic development agreement executed effective as of December 16, 2014, pursuant to Chapter 381, Local Government Code (the "***Original 381 Agreement***");

WHEREAS, the parties to the Original MOU now deem it necessary and appropriate for The University of Texas Rio Grande Valley ("***UTRGV***") to be a party to their arrangements concerning the new UTRGV medical school (the "***Medical School***") that is the subject of the Original MOU and the Original 381 Agreement;

WHEREAS, on August 25, 2015, the Commissioners Court of the County approved a new memorandum of understanding (the "***August MOU***"), which version was executed on behalf of the County, but will not be implemented by the parties or fully executed as the August MOU no longer reflects the new understanding of the parties and shall have no further force or effect;

WHEREAS, the new understanding of the parties, including UTRGV and UT System, concerning the Medical School is as set forth in that certain *Memorandum of Understanding Among the County of Hidalgo, the City of Edinburg, the City of McAllen, the City of Mission and the City of Pharr and the University of Texas Rio Grande Valley regarding the Development of and Funding for the University of Texas Rio Grande Valley School of Medicine* (the "***New MOU***"), a copy of which is attached hereto as Exhibit "**I**";

WHEREAS, pursuant to the Original MOU and the Original 381 Agreement, UT System allocated Ten Million Dollars in support of the new Medical School for the year 2014 and the County made the payment due for 2014 and 2015 to UT System; and

WHEREAS, as contemplated in the Original MOU, the Medical School is being developed as part of the newly created UTRGV, which was not operational at the time the Original MOU or the Original 381 Agreement were executed, and therefore was not a party to the Original MOU or the Original 381 Agreement; and

WHEREAS, the New MOU contemplates the County, UTRGV and UT System entering into either a new economic development agreement to replace the Original 381 Agreement or a contract authorized by Section 61.029(a), Health and Safety Code, and the County, UTRGV and UT System have opted to proceed with a new economic development agreement as set forth in that certain *Chapter 381Economic Development Agreement by and among Hidalgo County, Texas, The University of Texas Rio Grande Valley and The University of Texas System* (the "***New 381 Agreement***"), a copy of which is attached hereto as Exhibit "**II**";

WHEREAS, the New MOU and the New 381 Agreement will replace and supersede the Original MOU and the Original 381Agreement, respectively, and will not increase the County's obligations over those contained in the Original MOU and the Original 381 Agreement; and

WHEREAS, the New MOU and the New 381 Agreement, in substantially final form, have been presented to and reviewed by the Commissioners Court of the County, and the Commissioners Court of the County has determined that it is necessary and appropriate to enter into the New MOU and New 381 Agreement;

NOW THEREFORE:

BE IT ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS:

SECTION 1. APPROVAL OF NEW MOU. In lieu of the partially executed August MOU, which shall have no further force or effect, the New MOU is hereby approved in substantially the form attached hereto as Exhibit "I", with such changes thereto as are approved by the County Judge of the County, with advice of the County's attorneys, and the County Judge is authorized to execute, and the County Clerk is authorized to attest, the New MOU on behalf of the County.

SECTION 2. APPROVAL OF NEW 381 AGREEMENT. The New 381 Agreement is hereby approved in substantially the form attached hereto as Exhibit "II", with such changes thereto as are approved by the County Judge of the County, with advice of the County's attorneys, and the County Judge is authorized to execute, and the County Clerk is authorized to attest, the New 381 Agreement on behalf of the County.

SECTION 3. ENFORCEABILITY OF ORDER. If any section, paragraph, clause, or provision of this Order shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Order. In case any obligation of the County authorized or established by this Order or the New MOU is held to be in violation of law as applied to any person or any circumstance, such

obligation shall be deemed to be the obligation of the County to the fullest extent permitted by law.

SECTION 4. **INCORPORATION OF RECITALS**. The Commissioners Court hereby finds that the statements set forth in the recitals of this Order are true and correct, and the Commissioners Curt hereby incorporates such recitals as a part of this Order.

SECTION 5. **EFFECTIVE DATE**. This Order shall become effective immediately upon on the passage hereof.

PASSED, APPROVED and ADOPTED this 17th day of November, 2015.

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia
County Judge
Hidalgo County, Texas

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Exhibit I to County Order

MEMORANDUM OF UNDERSTANDING AMONG THE COUNTY OF HIDALGO, THE CITY OF EDINBURG, THE CITY OF MCALLEN, THE CITY OF MISSION AND THE CITY OF PHARR AND THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY REGARDING THE DEVELOPMENT OF AND FUNDING FOR THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY SCHOOL OF MEDICINE

MEMORANDUM OF UNDERSTANDING

among

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

and

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

REGARDING THE DEVELOPMENT OF AND FUNDING FOR THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY SCHOOL OF MEDICINE

1.Purpose

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

2. Background

In Senate Bill 24, the State of Texas authorized the establishment of a new System university in the Rio Grande Valley, which will have integrated within it the medical school initially authorized by Senate Bill 98, Regular Session, 81st Texas Legislature, as codified in Subchapter N, Chapter 74, Texas Education Code. The University of Texas System Board of Regents has committed support for medical education in the Lower Rio Grande Valley and for the UTRGV medical school in the amount of $10,000,000 per year for the next ten years, beginning in 2014. These funds are to be used for faculty support, operations and maintenance of the new medical school.

3. Commitments of the University of Texas System

The System is committed to creating and operating the UTRGV medical school, built on a community-based distributed model of medical education. It is expected that such a school will:

- Offer expanded opportunities for residents of the region to obtain medical degrees.
- Conduct medical research with special emphasis on conditions that might positively impact the health of the region's residents.
- Enhance the quality, extent, and availability of health care in the region through new and expanded facilities that involve faculty, medical students, residents, and other health care profession students.
- Increase opportunities for economic development, including new and expanded research funding and technology transfer and commercialization.
- Improve health throughout the region through public education and prevention programs.

4. Commitments of Local Governments

To support and ensure the success of the System in its endeavor to create and operate the UTRGV medical school, the following commitments are made:

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

The City of McAllen:
On or about October 15th, each year from 2014 to 2023, the City shall pay/transfer/provide to The University of Texas Rio Grande Valley up to $2,000,000.

The City of Mission:
On or about October 15th, each year from 2014 to 2019, the City shall pay/transfer/provide to The University of Texas Rio Grande Valley $250,000.

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

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

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

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

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

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

5. Replacement of Prior Agreement

This agreement replaces the previous agreement executed on August 26, 2014 by and between the County of Hidalgo, the City of Edinburg, the City of McAllen, the City of Mission, the City of Pharr, and the University of Texas System regarding the development of and funding for a Medical School in the Lower Rio Grande Valley. Under the previous agreement, System allocated $10 million in support for the year 2014, and the Cities and Hidalgo County made transfers to The University of Texas System for the year 2014. The Cities and Hidalgo County shall make transfers for 2015 and subsequent years to UTRGV as provided by this agreement.

6. Authority

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

This MOU shall take effect upon the execution of all parties hereto, as evidence by the date of execution on _____, 2015:

[Signature Page Follows]

Judge Ramon Garcia
Hidalgo County

(Date)

Mayor Richard Garcia
City of Edinburg

(Date)

Mayor James E. Darling
City of McAllen

(Date)

Mayor Norberto Salinas
City Mission

(Date)

Mayor Ambrosio Hernandez
City of Pharr

(Date)

Guy Bailey
President Guy Bailey
The University of Texas Rio Grande Valley

9/29/15
(Date)

Chancellor William McRaven
The University of Texas System

(Date)

Exhibit II to County Order

CHAPTER 381
ECONOMIC DEVELOPMENT AGREEMENT
By and Among
HIDALGO COUNTY, TEXAS,
THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY
and
THE UNIVERSITY OF TEXAS SYSTEM.

CHAPTER 381
ECONOMIC DEVELOPMENT AGREEMENT

By and Among

HIDALGO COUNTY, TEXAS,

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

and

THE UNIVERSITY OF TEXAS SYSTEM.

Effective as of November 17, 2015

CHAPTER 381

ECONOMIC DEVELOPMENT AGREEMENT

This **CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT** (this "***Agreement***") is entered into to be effective as of the 17th day of November, 2015 (the "***Effective Date***"), by and among **HIDALGO COUNTY, TEXAS** (the "***County***") and **The UNIVERSITY OF TEXAS SYSTEM** ("***UT System***") and **THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY** ("***UTRGV***"). (UTRGV and UT System are collectively styled "***UT***").

RECITALS

WHEREAS, on August 26, 2014, the County, UT System, and the Cities of Edinburg, McAllen, Mission, and Pharr (the cities hereinafter referred to as the "***City Parties***") signed a Memorandum of Understanding ("***Previous MOU***") concerning commitments related to establishment of The University of Texas Rio Grande Valley Medical School ("***Medical School***") in order to advance the health, education and economy of the region; and

WHEREAS, UT System committed to creating and operating in the lower Rio Grande Valley, the new Medical School, with the expectation that the Medical School will increase opportunities for economic development, including new and expanded research funding and technology transfer and commercialization; and

WHEREAS, operation of the Medical School will create new jobs and tax value, and will promote local economic development and stimulate business and commercial activity in the County; and

WHEREAS, under Chapter 381 of the Texas Local Government Code, the County has adopted an economic development program to promote local economic development and stimulate business and commercial activity within the County; and

WHEREAS, to ensure the success of the Medical School, the County committed to fund certain amounts in recognition of the increase in opportunities for economic development, pursuant to an economic development agreement; and

WHEREAS, the Previous MOU contemplated the County and UT System entering into an agreement with respect to the provision of the funds committed by the County in the Previous MOU and the parties opted to proceed under option (ii) of the "The County of Hidalgo" heading of Section 4 of the Previous MOU by executing that certain Economic Development Agreement (the "***Previous 381 Agreement***") entered into

and effective as of the 16th day of December, 2014, between the County and UT System; and

WHEREAS, pursuant to the Previous MOU and the Previous 381 Agreement, UT System allocated Ten Million Dollars in support of the new Medical School for the year 2014 and the County made the payment due for 2014 and 2015 to UT System; and

WHEREAS, as contemplated in the Previous MOU, the Medical School is being developed as part of the newly created UTRGV, which was not operational at the time the Previous MOU or the Previous 381 Agreement were executed, and therefore was not a party to the Previous MOU or the Previous 381 Agreement; and

WHEREAS, to properly include UTRGV in the arrangements with the County and the City Parties for the Medical School, the County, UT System, UTRGV, and certain of the City Parties are entering into a new Memorandum of Understanding ("***New MOU***"), which supersedes and replaces the Previous MOU; and

WHEREAS, the New MOU contemplates the County and UTRGV entering into a new agreement with respect to the provision of the funds committed by the County in the New MOU to replace the Previous 381 Agreement, and the parties have opted to proceed under option (ii) of the "The County of Hidalgo" heading of Section 4 of the New MOU by executing this Agreement; and

WHEREAS, the County and UT desire to set forth in this Agreement the terms and conditions of the payment to UTRGV of County economic development funds; and

WHEREAS, the parties recognize that all agreements of the parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

PURPOSE AND INTERPRETATION

UT is taking steps to establish the Medical School in accordance with Senate Bill 24, Regular Session, 83rd Texas Legislature, as codified in Chapter 79 of the Texas

Education Code. Subject to the terms and conditions of this Agreement, the County will grant funds to UTRGV each year from 2016 to 2023, in recognition of the increased opportunities for economic development in the County.

ARTICLE II

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

2.1 ***"Agreement"*** has the meaning given such term in the introductory paragraph above.

2.2 ***"City Parties"*** has the meaning given such term in the recitals above.

2.3 ***"County"*** has the meaning given such term in the introductory paragraph above.

2.4 ***"Effective Date"*** has the meaning given such term in the introductory paragraph above.

2.5 ***"Medical School"*** has the meaning given such term in the recitals above.

2.6 ***"New MOU"*** has the meaning given such term in the recitals above. A copy of the New MOU is attached hereto as Exhibit A.

2.7 ***"Previous MOU"*** has the meaning given such term in the recitals above.

2.8 ***"Previous 381Agreement"*** has the meaning given such term in the recitals above.

2.9 ***"Support Payments"*** means the County's payments pursuant to this Agreement.

2.10 The ***"Term"*** of this Agreement (hereinafter so called) shall include, and extend until the earlier of, (a) the end of the payout periods of the Support Payments as set forth in this Agreement, or (b) the creation of a County or multi-county taxing district and either (i) the provision of that district of either an equivalent amount of support as that committed by the County and City Parties

under the MOU or (ii) the acceptance and continuation by that district of the commitments made by the County and City Parties under the MOU.

2.11 ***"UT"*** has the meaning given such term in the introductory paragraph above.

2.12 ***"UT System"*** has the meaning given such term in the introductory paragraph above.

2.13 ***"UTRGV"*** has the meaning given such term in the introductory paragraph above.

ARTICLE III

UT'S OBLIGATION

SECTION 3.1. OBLIGATIONS UNDER NEW MOU. UT remains obligated to the commitments set forth in section 3 of the New MOU and, in accordance with section 4 of the New MOU, to use all funds provided by the County under this Agreement and the Previous 381 Agreement to support UTRGV's medical education programs for first-year and second-year students provided by the Medical School in the County pursuant to Section 74.752 of the Texas Education Code.

SECTION 3.2. SOLE OBLIGATION. The payment of all indebtedness and obligations incurred by UT in connection with the development, construction, and operation of the Medical School shall be solely the obligations of UT. The County shall not be obligated to pay any indebtedness or obligations of UT and shall only be obligated to reimburse UTRGV for the Support Payments in accordance with the terms and conditions of this Agreement.

ARTICLE IV

PAYMENT OF SUPPORT PAYMENTS

SECTION 4.1. COUNTY'S OBLIGATION. The duty of the County to make Support Payments to UTRGV for any purpose under this Agreement is limited in its entirety by the provisions of this Agreement, including without limitation Sections 7.3 and 7.4 below. In addition, the County's obligation to make Support Payments under this Agreement will terminate in the event a district is created that provides the required support in accordance with the last sentence of Section 4 of the New MOU. The County has no further obligation to make any payments to UT System.

SECTION 4.2. TIME FOR MAKING PAYMENTS. During the Term, the County shall pay, each year from 2016 to 2023, a Support Payment of One Million Dollars

($1,000,000) per year to UTRGV. The Support Payments for 2016 through 2023 will be made on or around October 15th of each year; provided that each year UTRGV shall provide an invoice to the County for such payment not less than thirty (30) days prior to such payment being due.

SECTION 4.3. PAYMENTS UNDER PREVIOUS 381 AGREEMENT AND PREVIOUS MOU. UT acknowledges and agrees that the County has satisfied its obligation pursuant to the Previous 381 Agreement and Previous MOU with respect to the 2014 and 2015 payments, and that the County has no further obligations under the Previous 381 Agreement or the Previous MOU.

ARTICLE V

COVENANTS

SECTION 5.1. COVENANTS OF UT. UT shall comply with the following covenants.

SECTION 5.1.1. ORGANIZATION. UT shall not change, or permit to be changed, its organizational documents in any manner that would materially adversely affect UT's obligations under this Agreement.

SECTION 5.1.2. BUSINESS OF UT. During the Term of this Agreement, UT shall work to establish the Medical School as required by Chapter 79 of the Texas Education Code and consistent with the terms of the New MOU. UT shall use the Support Payments as provided in Section 3.1 above.

SECTION 5.2. COVENANTS OF THE COUNTY. The County shall comply with the following covenants.

SECTION 5.2.1. ORGANIZATION. The County shall not change, or permit to be changed, its organizational documents in any manner that would materially adversely affect the County's obligations under this Agreement.

SECTION 5.3 FURTHER ACTIONS. The County and UT will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

SECTION 6.1. REPRESENTATIONS AND WARRANTIES OF UT. UT represents and warrants to the County, as of the Effective Date, as follows:

SECTION 6.1.1. AUTHORITY. The execution, delivery and performance by UT of this Agreement is within its respective powers and have been duly authorized by all necessary action.

SECTION 6.1.2. NO CONFLICTS. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof will contravene the organizational documents of UT or any judgment, decree, license, order or permit applicable to UT, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of UT pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which UT is a party or, to the knowledge of UT, by which UT is bound, or to which UT is subject.

SECTION 6.1.3. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of UT, threatened against or affecting UT or any subsidiaries of UT, questioning the validity or any action taken or to be taken by UT in connection with the execution, delivery and performance by UT of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by UT hereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of UT to perform, its obligations under this Agreement or (ii) would have an adverse effect on the consolidated financial condition or results of operations of UT or on the ability of UT to conduct its business as presently conducted or as proposed or contemplated to be conducted (including the operation of the Medical School).

SECTION 6.1.4. NO DEFAULTS. UT is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which UT is a party or by which UT or any of its property is bound that would have any material adverse effect on UT's ability to perform under this Agreement.

SECTION 6.2. REPRESENTATION AND WARRANTIES OF THE COUNTY. The County represents and warrants to UT, as of the Effective Date, as follows:

SECTION 6.2.1. AUTHORITY. The execution, delivery and performance by the County of this Agreement is within its respective powers and have been duly authorized by all necessary action.

SECTION 6.2.2. NO CONFLICTS. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene the governing documents of the County or any judgment, decree,

license, order or permit applicable to the County, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the County pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the County is a party or by which the County is bound, or to which the County is subject.

SECTION 6.2.3. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the County, threatened against or affecting the County, questioning the validity of any proceedings taken or to be taken by the County in connection with the execution, delivery and performance by the County of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the County hereof, wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of, or the authority or ability of the County to perform its obligations under this Agreement.

SECTION 6.2.4. NO DEFAULTS. The County is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the County is a party or by which the County is bound that would have any material adverse effect on the County's ability to perform under this Agreement.

ARTICLE VII

PERSONAL LIABILITY OF PUBLIC OFFICIALS; FUNDING AUTHORITY

SECTION 7.1. COUNTY OFFICIALS. To the extent permitted by State law, no employee of the County, nor any commissioner, official or agent of the County, shall be personally responsible for any liability arising under or growing out of this Agreement.

SECTION 7.2. UT OFFICIALS To the extent permitted by State law, no employee of UT, nor any regent or agent of UT, shall be personally responsible for any liability arising under or growing out of this Agreement.

SECTION 7.3. COMMITMENT OF CURRENT REVENUES ONLY. The Support Payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the County. Under no circumstances shall the County's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the County shall have no obligation or liability to pay any Support Payments unless the County appropriates funds to make such payment during the year in which such Support Payment(s) is payable.

SECTION 7.4. AUTHORITY. If the final judgment of a court of competent jurisdiction determines that any party to this Agreement lacked the necessary authority to make a commitment expressed in the Agreement, the party is released from the commitment, and that party is entitled to and shall receive a refund of any money paid, transferred, or provided under this Agreement.

ARTICLE VIII

INFORMATION

UT shall, at such times and in such form as County may reasonably require, furnish periodic information concerning the status of the performance of its obligations under this Agreement as may be requested in writing by the County. As requested by the County Auditor for Hidalgo County, under the Previous 381 Agreement UT System has provided a detailed status report on the project and a schedule of how grant money provided by the County will be utilized. During the term of this Agreement, such reports and schedules are the sole responsibility of UTRGV and a report or schedule submitted by UTRGV satisfies such responsibilities of UT.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1. ENTIRE AGREEMENT. This Agreement, including the exhibit hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein. This Agreement supersedes and replaces all previous agreements between the parties hereto with respect to the subject matter hereof, including without limitation the Previous MOU and the Previous 381 Agreement.

SECTION 9.2. AMENDMENT. This Agreement may only be amended, altered, or revoked by written instrument signed by all parties.

SECTION 9.3. SUCCESSORS AND ASSIGNS. In this Agreement, unless a clear contrary intention appears, reference to any party includes such party's successors and assigns, and reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. This Agreement is not assignable without the prior written permission of the other party thereto.

SECTION 9.4. WAIVER. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this

Agreement, except by written instrument of the party charged with such waiver or estoppel.

SECTION 9.5. REMEDIES. Upon breach of this Agreement, including any of the covenants contained in Article V or the representations and warranties contained in Article VI, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages.

SECTION 9.6. NOTICES. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

UT System:	Scott C. Kelley Executive Vice Chancellor for Business Affairs 201 West 7th Street Austin, TX 78701-2982 (512) 400-4560 (512) 499-2982 (fax)
UTRGV:	Guy Bailey President 1201 W. University Drive Edinburg, Texas, 78539 956-365-8779 (956) 665-2150 (fax)
COUNTY:	Hidalgo County 100 E. Cano St., Ste. 201 Edinburg, Texas 78539 Attn: County Judge Telephone: (956) 318-2600 Facsimile: (956) 318-2699
With a copy to:	Hidalgo County Attorney Atlas, Hall & Rodriguez, LLP 818 Pecan Blvd. McAllen, TX 78501 Attn: Stephen L. Crain Telephone: (956) 632-8221 Facsimile: (956) 686-6109

SECTION 9.7. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

SECTION 9.8. SEVERABILITY. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

SECTION 9.9. NO THIRD-PARTY BENEFICIARIES. The County and UT intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County and UT or permitted assignees of the County and UT.

SECTION 9.10. NO JOINT VENTURE. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION 9.11. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

SECTION 9.12. FORCE MAJEURE. Means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the Effective Date.

COUNTY OF HIDALGO, TEXAS

By:_____
Name: Ramon Garcia
Title: County Judge

ATTEST:

_____
County Clerk

UNIVERSITY OF TEXAS SYSTEM

By: _____
Name: William McRaven
Title: Chancellor

UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: _____
Name: Guy Bailey
Title: President

Exhibit A

New MOU

MEMORANDUM OF UNDERSTANDING

among

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

and

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

REGARDING THE DEVELOPMENT OF AND FUNDING FOR THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY SCHOOL OF MEDICINE

1.Purpose

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

2. Background

In Senate Bill 24, the State of Texas authorized the establishment of a new System university in the Rio Grande Valley, which will have integrated within it the medical school initially authorized by Senate Bill 98, Regular Session, 81st Texas Legislature, as codified in Subchapter N, Chapter 74, Texas Education Code. The University of Texas System Board of Regents has committed support for medical education in the Lower Rio Grande Valley and for the UTRGV medical school in the amount of $10,000,000 per year for the next ten years, beginning in 2014. These funds are to be used for faculty support, operations and maintenance of the new medical school.

3. Commitments of the University of Texas System

The System is committed to creating and operating the UTRGV medical school, built on a community-based distributed model of medical education. It is expected that such a school will:

- Offer expanded opportunities for residents of the region to obtain medical degrees.
- Conduct medical research with special emphasis on conditions that might positively impact the health of the region's residents.
- Enhance the quality, extent, and availability of health care in the region through new and expanded facilities that involve faculty, medical students, residents, and other health care profession students.
- Increase opportunities for economic development, including new and expanded research funding and technology transfer and commercialization.
- Improve health throughout the region through public education and prevention programs.

4. Commitments of Local Governments

To support and ensure the success of the System in its endeavor to create and operate the UTRGV medical school, the following commitments are made:

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

The City of McAllen:
On or about October 15th, each year from 2014 to 2023, the City shall pay/transfer/provide to The University of Texas Rio Grande Valley up to $2,000,000.

The City of Mission:
On or about October 15th, each year from 2014 to 2019, the City shall pay/transfer/provide to The University of Texas Rio Grande Valley $250,000.

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

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

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

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

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

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

5. Replacement of Prior Agreement

This agreement replaces the previous agreement executed on August 26, 2014 by and between the County of Hidalgo, the City of Edinburg, the City of McAllen, the City of Mission, the City of Pharr, and the University of Texas System regarding the development of and funding for a Medical School in the Lower Rio Grande Valley. Under the previous agreement, System allocated $10 million in support for the year 2014, and the Cities and Hidalgo County made transfers to The University of Texas System for the year 2014. The Cities and Hidalgo County shall make transfers for 2015 and subsequent years to UTRGV as provided by this agreement.

6. Authority

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

This MOU shall take effect upon the execution of all parties hereto, as evidence by the date of execution on _____, 2015:

[Signature Page Follows]

Judge Ramon Garcia
Hidalgo County

(Date)

Mayor Richard Garcia
City of Edinburg

(Date)

Mayor James E. Darling
City of McAllen

(Date)

Mayor Norberto Salinas
City Mission

(Date)

Mayor Ambrosio Hernandez
City of Pharr

(Date)

Guy Bailey
President Guy Bailey
The University of Texas Rio Grande Valley

9/29/15
(Date)

Chancellor William McRaven
The University of Texas System

(Date)

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

Fwd: Legal Approval for New Documents for Hidalgo County Contribution to UTRGV Med. School

From : Michael Leo <michael.leo@co.hidalgo.tx.us> Fri, Nov 13, 2015 11:35 AM

Subject : Fwd: Legal Approval for New Documents for Hidalgo County Contribution to UTRGV Med. School 4 attachments

To : monica badillo <monica.badillo@co.hidalgo.tx.us>, rebecca gomez <rebecca.gomez@co.hidalgo.tx.us>

Cc : linda fong <linda.fong@auditor.co.hidalgo.tx.us>, letty chavez <letty.chavez@auditor.co.hidalgo.tx.us>, roberto villarreal <roberto.villarreal@co.hidalgo.tx.us>, virginia jones <virginia.jones@co.hidalgo.tx.us>

Approval from legal.

Begin forwarded message:

From: "Debra L. Goetz" <dgr@atlashall.com>
Date: November 13, 2015 at 11:27:00 AM CST
To: "'Michael Leo'" <michael.leo@co.hidalgo.tx.us>
Cc: "'Steve Crain'" <scrain@atlashall.com>
Subject: Legal Approval for New Documents for Hidalgo County Contribution to UTRGV Med. School

Michael,

As discussed, the following attached documents are approved by legal for Tuesday's agenda:

1. County Order Approving the New MOU and the New 381 Economic Development Agreement (with exhibits attached)
2. New MOU with UTRGV and UT System for Medical School
3. New 381 Economic Development Agreement with UTRGV and UT System for Medical School (with exhibit attached)

Please let me know if you need anything further.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@atlashall.com

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

From: Michael Leo [mailto:michael.leo@co.hidalgo.tx.us]
Sent: Friday, November 13, 2015 10:07 AM
To: Debra L. Goetz
Subject: Legal Approval for Hidalgo County Contribution to UTRGV Med. School

Hello Debra,

Attached are the documents that are on the agenda for this Tuesday. Could you please reply to this email confirming and signifying legal approval?

Regards,

Michael Leo
Director, Economic Development
Office of Hidalgo County Judge Ramon Garcia
100 E. Cano, Ste. 201
Edinburg, TX 78539
Ph: (956) 318-2600
Fx: (956) 318-2699

Atlas Hall Rodriguez

image001.jpg
5 KB

County Order Approving MOU and 381 with UTRGV (with exhibits).pdf
1 MB

2015 Medical School MOU with UT System and UTRGV (with President Bailey's signature).pdf
1 MB

381 Economic Development Agreement - UTRGV Medical School (11-17-2015 Final with Exhibit).pdf
778 KB

AI-52228 **District Courts** **7. A.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted By: Eric Pacheco, 449TH DISTRICT COURT

Department: 449TH DISTRICT COURT

Information

CAPTION

449th District Court:
Requesting approval to reimburse Judge Jesus Contreras the amount of $195.00 (req. # 287549) for payment of National Council of Juvenile and Family Court Judges membership dues, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-00-011-001-0-xxx

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

BUDGETARY IMPACT:

Funds available through requisition 287549.

Attachments

Membership Dues and Affidavit
purchase affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 11:54 AM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Eric Pacheco		Started On: 11/10/2015 03:23 PM
Final Approval Date: 11/13/2015		

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, JESUS CONTRERAS, do hereby state that membership in the NCJFCJ, and dues to be paid to the association, serve to accomplishone 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

INVOICE RECEIVED BY: Eric Pacheco on 11/5/15
GOODS/SERVICES RECEIVED BY: Eric Pacheco on 11/5/15

DATE: 11/5/15
APPROVED BY: Eric Pacheco

RECEIVED BY COUNTY AUDITOR 2015 NOV 6 AM 8 52

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that NCJFCJ isa statewide association witha minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 11/5/2015
TITLE: DISTRICT JUDGE

Before me Regina Moreno, a Notary Public, appeared Jesus Contreras, 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 — REGINA ODETTE MORENO, Notary Public, State of Texas, My Commission Expires April 13, 2016

_____
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

req.#: 287549

NCJFCJ
NATIONAL COUNCIL OF
JUVENILE AND FAMILY COURT JUDGES

NCJFCJ
University of Nevada
P.O. Box 8970
Reno, Nevada 89507
(775) 784-6012 / (775) 327-5063 -fax
Tax ID #36-2486896

MEMBERSHIP DUES RECEIPT

August 10, 2015

Invoice Date: August 01,2015

Honorable Jesus Contreras

Member #: 12017

449th District Court
1001 N. Doolittle Road
Edinburg, TX 78539

Membership Year: August 01, 2015 through **July 31, 2017**

Thank you for choosing to be a member of the National Council of Juvenile and Family Court Judges. We are very pleased to have you as an active participant in our organization. Your involvement in our work ensures we can continue to improve court systems for children, families, and victims of domestic violence.

You are a member in good standing through July 31,2017.

RECEIVED BY
COUNTY AUDITOR
2015 AUG 9 AM 8 2

Individual Judge Member		$195.00
Payment Details:		
July 27, 2015	MC **********1947 Approval Code: 111111	($195.00)
Balance Due:		$0.00

Thank you for your payment!

If you have questions regarding your membership, please contact Sarah Grabowska, Membership Associate at (775) 784-6711 or sgrabowska@ncjfcj.org.

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, JUDGE JESSE CONTRERAS, do hereby state that the item(s) listed on the Invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
Member# 12017	7/27/15	$195.00	National Council of Juvenile & Family Court Judges
TOTAL		$195.00	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this Invoice (these Invoices) from Hidalgo County and that payment be made payable to me.

RECEIVED BY COUNTY AUDITOR'S OFFICE 2015 NOV 10 PM 3:03

SIGNATURE: _____

TITLE: 449TH DISTRICT COURT JUDGE
PERSON MAKING PURCHASE

Before me Regina Moreno, a Notary Public, appeared Jesus Contreras and on h IS oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. H IS / S___ further stated h___ / s___ requested payment of the same.

(SEAL)

REGINA ODETTE MORENO
Notary Public, State of Texas
My Commission Expires
April 13, 2016

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
APPROVAL: DEPARTMENT HEAD

_____
APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: AR5-GA-004
REVISED: 11/23/2004

AI-52218 **District Attorney** **8. A.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

1. Approval of certification of revenues as certified by the County Auditor for FY2015 Hidalgo County Domestic Violence Specialty Prosecutor Grant.
2. Approval to appropriate the FY 2015 Hidalgo County Domestic Violence Specialty Prosecutor Grant funds.
3. Approval of the following personnel actions:

Slot #	Dept	Position Title	Proposed Salary/Allowance
G001	080-018	Advocate I	$33,000.00
G002	080-018	Assistant District Attorney III	$63,100.00
A142	080-007		$900.00

4. Approval to appropriate funds in the amount of $ 900.00 for auto allowance from Fund 1223
5. Approval of the salary schedule in accordance with Commissioners Court approval.

BACKGROUND

*Please note: Fiscal Year should be 2015 not 2016 as previously approved.

Funding is provided by the Office of the Governor Criminal Justice Division. Cash Match is required.

Approval to apply & resolution were approved by Commissioners' Court on March 17, 2015, Agenda Item #48908.

Approval to accept was approved by Commissioners' Court on October 6, 2015, Agenda Item #51641.

Congratulatory Letter, Certification of Assurances and Statement of Award were presented on October 6, 2015, Agenda Item #51641.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1281-412-00-080-018-5-XXX

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

BUDGETARY IMPACT:

Domestic Violence Specialty Prosecutor Grant = $75,081.90
Required Local Match = $40,428.72
County Fiscal Year: 2015
Grant Fiscal Year: 2015

Project Period: September 1, 2015 to August 31, 2016
Budget Period: September 1, 2015 to August 31, 2016

Local match: AI-52277 CC 11/17/2015

FISCAL YEAR: 2015 **ACCT. #:** 5-1223-412-00-080-007-0-118

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

BUDGETARY IMPACT:

Appropriation of funds from HB65 Fund Balance.

Attachments

JOB DESCRIPTION ADA
APPROPRIATION
Fiscal Note
Appropriation
job desc
PARS
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 11:54 AM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Ramiro Sendejo		Started On: 11/10/2015 10:22 AM
Final Approval Date: 11/13/2015		

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ASSISTANT DISTRICT ATTORNEY III

GENERAL DESCRIPTION

Performs intermediate-level legal work; Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the frequent supervision of higher level attorneys in aneffort to build the knowledge, skills, and expertise necessary for this position.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

Counsels and advises clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation

Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience as a licensed attorney

Juris Doctorate (JD) degree

Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Able to handle all stressful situations with an even temperament and work effectively with others in achievement of tasks

Possess advanced professional level of analytical ability and be very well versed in the art of being diplomatic and tactful in addition to the use of good judgment and common sense

Must be computer literate

Knowledge of all applicable laws and procedures

Must have good working knowledge and understanding of penal statutes and code of criminal procedures as well as case holdings and departmental policies

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

DATE: November 10, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 5-1281-412-00-080-018-5-XXX DVSP

Contact Person: Ramiro Sendejo **Ph#** 292-7604 Ext. 8082

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
5-1281-412-00-080-018-5-113	CJD-DVSP-Regular F/T Employees	$85,672.61
5-1281-412-00-080-018-5-211	CJD-DVSP-Health Insurance	$9,746.00
5-1281-412-00-080-018-5-212	CJD-DVSP-Life Insurance	$59.48
5-1281-412-00-080-018-5-220	CJD-DVSP-FICA	$5,930.19
5-1281-412-00-080-018-5-230	CJD-DVSP-Retirement	$8,240.26
5-1281-412-00-080-018-5-250	CJD-DVSP-Unemployment Comp	$465.11
5-1281-412-00-080-018-5-260	CJD-DVSP-Workers Comp	$50.65
5-1281-412-00-080-018-5-610	CJD-DVSP-General Supplies	$5,346.32
5-1281-334-10-080-018-0-000	CJD-DVSP-Revenues	$75,081.90
5-1281-391-01-000-100-5-000	Transfer In - General Fund (DO NOT POST)	$40,428.72
5-1100-491-01-000-281-5-891	Transfer Out - DA Grants (DO NOT POST)	$40,428.72
	TOTAL BUDGET INCREASE (DECREASE)	**$115,510.62**

REASON: To appropriate 2015-2016 Domestic Violence Specialty Prosecutor (DVSP). Funding provided by Office of the Governor (OOG) from Setember 1, 2015 - August 31, 2016.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, November 17, 2015 Agenda Item: 52218

Summary of request/proposal:
CJD-DVSP (1281)-
Approval of the following personnel action, effective 9/1/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	Advocate I	G001	113	0.00	33,000.00	33,000.00
1281	ASSISTANT DISTRICT ATTORNEY III	G002	113	0.00	63,100.00	63,100.00
				0.00	96,100.00	96,100.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1281-412-00-080-018-5-	113	CJD-DVSP-	REGULAR FULL TIME	$32,401.53
5-1281-412-00-080-018-5-	211	CJD-DVSP-	HEALTH INSURANCE	$3,997.43
5-1281-412-00-080-018-5-	212	CJD-DVSP-	LIFE INSURANCE	$25.33
5-1281-412-00-080-018-5-	220	CJD-DVSP-	FICA	$2,478.72
5-1281-412-00-080-018-5-	230	CJD-DVSP-	RETIREMENT	$3,444.28
5-1281-412-00-080-018-5-	250	CJD-DVSP-	UNEMPLOYMENT COMP	$194.41
5-1281-412-00-080-018-5-	260	CJD-DVSP-	WORKER'S COMP	$35.64
			2015 Budgetary Impact	$42,577.34

2016 Budgetary Impact: $84,462.16

Possible Funding Sources: Pending CC approval for interfund AI-52277 CC 11/17/15.

Comments:

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, November 17, 2015 Agenda Item: 52218

Summary of request/proposal:
DA INVESTIGATION HB65 (1223)-
Approval of the following personnel action, effective 9/1/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	ASSISTANT DISTRICT ATTORNEY III (auto allowance)	A142	118	0.00	900.00	900.00
				0.00	900.00	900.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1223-412-00-080-007-0-	118	DA INVESTIGATION HB65-	AUTO ALLOWANCE	$303.45
5-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65-	HEALTH INSURANCE	$1,998.71
5-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65-	LIFE INSURANCE	$12.66
5-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65-	FICA	$23.21
5-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65-	RETIREMENT	$32.26
5-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65-	UNEMPLOYMENT COMP	$1.82
5-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65-	WORKER'S COMP	$0.33
			2015 Budgetary Impact	$2,372.44

2016 Budgetary Impact: $4,850.56

Possible Funding Sources: HB65 FUND BALANCE

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: November 12, 2015

2015
Appropriation
AI-52218

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **DA Investigation HB65**

ACCOUNT NUMBER: 5-1223-412-00-080-007-0-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
5-1223-412-00-080-007-0- 118	DA Investigation HB65-	Auto Allowance	900.00
	TOTAL BUDGET INCREASE (DECREASE)		**900.00**

REASON: To appropriate funding for auto allowance for Assistant District Attorney III slot no. A142.
Monies to be taken from the unassigned fund balance for Fund 1223 (Acct # 5-1223-258-00-000-000-0-000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY
ADVOCATE I
JOB DESCRIPTION

Job Description: Coordinates support services and information to crime victims, and their families in compliance with the Texas Code of Criminal Procedure; Ensures that crime victims and/or their families are afforded the rights granted to victims by the Texas Code of Criminal Procedure. Prepares all needed information required for presentation of the victim's court case. Position requires a high level of confidentiality. Under the supervision of the Hidalgo County Criminal District Attorney's Office: Victims Unit Program Director.

Examples of Work Performed:

1. Prepares victims for interviews with prosecutors and provides court accompaniment
2. Conducts assessment of victim and family needs and makes appropriate referrals for on-site or off-site services to medical, mental health services, and community based victim services.
3. Assists victims in applying for Crime Victims Compensation (CVC) and follows up with the CVC claims and procedures.
4. Assists victims in registering for the VINE system (Victim Information Notification Every Day) in an effort to keep victim informed of the criminal justice process.
5. Provides crisis intervention and peer counseling as needed.
6. Assists and explains to victims the Court Order Restitution process
7. Notifies victims of court proceedings and case dispositions as needed to include Indictment Notification and Restitution Hearings.
8. Provides and explains Victims' Rights under Texas Code of Criminal Procedure Chapter 56.
9. Assists victims with submitting Victim Impact Statements
10. Refer victim for post sentence services with the Texas Department of Criminal Justice
11. Assists victims with referrals for legal services and legal remedies available

12. Assists attorneys with case staffing; ensures all cases are assigned as necessary

16. Duties may require travel to and from different locations inside and outside the county

.17. Performs related work as assigned

Experience and/or Education:

1. Bachelor's degree in psychology, social work, criminal justice or related field or
2. Five years experience in a social service agency, preferably dealing with victims of sexual assault, domestic violence, crimes against children, survivors of homicide victims, and other violent crimes.

3. Experience and ability to respond in a supportive way to people in crisis situations.
4. Knowledge of domestic violence, sexual assault, and child abuse dynamics
5. Working knowledge of Texas laws pertaining to domestic violence and sexual assault, Texas Code of Criminal Procedure Chapter 56 & 42, as well as the justice system's response to these crimes
6. Familiarity with the network of social and legal services, resources and procedures available in Hidalgo County area

Other Requirements:

1. adequate personal health, social maturity, and emotional stability to fulfill the functions of the position
2. Knowledge, Skills and Abilities
3. Ability to maintain full confidentiality about victims and their families
4. Must follow strict rules regarding the gathering, decimating, and storage sensitive crime victims" documents, reports, and other information
5. Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or government regulations
6. Ability to read, write and speak both English and Spanish
7. Ability to write generalized report
8. Excellent interviewing and counseling skills
9. Ability to plan and organize effectively
10. Ability to establish and maintain effective working relationships with other county employees and officials, representatives of victim/witness advocacy and assistance groups, court personnel, attorneys and the general public
11. Ability to effectively present information and respond to questions from groups, supervisors and the general public
12. Ability to maintain full confidentiality concerning victims and their families
13. Ability to respond with sensitivity and awareness to victims of crime
14. Experience preparing summary reports, chronologies, and analyses of medical records

Computer Skills

1. Must have some personal computer knowledge
2. Ability to learn new computer software
3. Must be familiar with MS Windows products
4. Must have experience with word processing and general knowledge of personal computers

Computer proficiency in Microsoft Word, Excel and Publisher and be familiar with other MS Windows products and related software

5. Comfortable using newer technologies such as governmental apps and databases

Certifications

1. Registration, Certification, and Licensure Applicant must have a current valid Texas operator's driver's license
2. Must be able to be insured by the County's insurance carrier

THIS IS A SECURITY SENSITIVE POSITION –

1. Position requires gathering, disseminating and storing sensitive crime victim's documents and offense reports .*BACKGROUND INVESTIGATION IS REQUIRED FOR THIS POSITION*

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Criminal District Attorney (080-018) **DATE:** 11/12/15

CURRENT POSITION TITLE: **CURRENT SLOT. #:** G001

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

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 33,000.00 (Proposed Budgeted Salary) $ 33,000.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Domestic Violence Specialty Prosecutor Grant

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

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

The District Attorney's office is in need of an Advocate I position due to an increase in Domestic Violence. The Advocate will coordinate support services and information to crime victims, and their families in compliance with the Texas Code of Criminal Procedures.

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

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

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

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 11/13/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 11/13/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 11/16/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
NOV 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-018) DATE: 11/12/2015

CURRENT POSITION TITLE: CURRENT SLOT #: 018-G002 / 007-A142

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 63,100.00	$ 63,100.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Allowance Amount:

$ 0.00	$ 900.00	$ 900.00
Current ~~Budgeted Salary~~ Allowance Amount	Proposed ~~Budgeted Salary~~ Allowance Amount	Net Change

Position to be funded from one of the following:

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

[X] Other Domestic Violence Specialty Prosecutor Grant

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

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

The District Attorney's Office is in need of an Assistant District Attorney III position due to the increase in Domestic Violence Cases. This position will prosecute cases involving Domestic Violence and will help victims exercise their legal rights.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/13/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	11/13/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/16/2015 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

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

November 13, 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 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 Office of the Governor-Criminal Justice Division. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$75,081.90	Grant No. 2931301 Hidalgo County Domestic Violence Specialty Prosecutor

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/16/15
Date

Ray Eufracio, CPA
Hidalgo County Auditor

AI-52218 **District Attorney 8. A.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

1. Approval of certification of revenues as certified by the County Auditor for FY2015 Hidalgo County Domestic Violence Specialty Prosecutor Grant.
2. Approval to appropriate the FY 2015 Hidalgo County Domestic Violence Specialty Prosecutor Grant funds.
3. Approval of the following personnel actions:

Slot #	Dept	Position Title	Proposed Salary/Allowance
G001	080-018	Advocate I	$33,000.00
G002	080-018	Assistant District Attorney III	$63,100.00
A142	080-007		$900.00

4. Approval to appropriate funds in the amount of $ 900.00 for auto allowance from Fund 1223
5. Approval of the salary schedule in accordance with Commissioners Court approval.

BACKGROUND

*Please note: Fiscal Year should be 2015 not 2016 as previously approved.

Funding is provided by the Office of the Governor Criminal Justice Division. Cash Match is required.

Approval to apply & resolution were approved by Commissioners' Court on March 17, 2015, Agenda Item #48908.

Approval to accept was approved by Commissioners' Court on October 6, 2015, Agenda Item #51641.

Congratulatory Letter, Certification of Assurances and Statement of Award were presented on October 6, 2015, Agenda Item #51641.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1281-412-00-080-018-5-XXX

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

BUDGETARY IMPACT:

Domestic Violence Specialty Prosecutor Grant = $75,081.90
Required Local Match = $40,428.72
County Fiscal Year: 2015
Grant Fiscal Year: 2015

Project Period: September 1, 2015 to August 31, 2016
Budget Period: September 1, 2015 to August 31, 2016

FISCAL YEAR: 2015 **ACCT. #:** 5-1223-412-00-080-007-0-118

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

BUDGETARY IMPACT:

Appropriation of funds from HB65 Fund Balance.

Attachments

JOB DESCRIPTION ADVOCATE
JOB DESCRIPTION ADA
APPROPRIATION
Fiscal Note
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 11:54 AM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Ramiro Sendejo		Started On: 11/10/2015 10:22 AM
Final Approval Date: 11/13/2015		

Minerva Diaz

From: Ramiro Sendejo [ramiro.sendejo@da.co.hidalgo.tx.us]
Sent: Friday, November 13, 2015 11:51 AM
To: 'Minerva Diaz'
Cc: 'deborah fischer'
Subject: FW: CERTIFICATION OF REVENUES-DOMESTIC VIOLENCE SPECIALTY PROSECUTOR GRANT
Attachments: SOGA_CongratulatoryLetter_2015-05-26.pdf; SOGA 2931301.pdf

Good Afternoon Minerva,

Please process a Certification of Revenue in the amount total amount of $75,081.90 for the Domestic Violence Specialty Prosecutor Grant (DVSP) grant effective 09/01/2015 thru 08/31/2016. Attached is the Award Letter and Statement of Grant Award.

Agenda Item #AI-52218 will be presented to Commissioners Court requesting acceptance of these funds on November 24, 2015.

If you have any questions please let me know.

Thank You,

Ramiro Sendejo
Accountant
Administration Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner, 5th Floor
Edinburg, TX 78539
(956) 292-7604 ext. 8082
(956) 318-2078 FAX
ramiro.sendejo@da.co.hidalgo.tx.us

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

DATE: November 10, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 5-1281-412-00-080-018-5-XXX DVSP

Contact Person: Ramiro Sendejo **Ph#** 292-7604 Ext. 8082

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
5-1281-412-00-080-018-5-113	CJD-DVSP-Regular F/T Employees	$85,672.61
5-1281-412-00-080-018-5-211	CJD-DVSP-Health Insurance	$9,746.00
5-1281-412-00-080-018-5-212	CJD-DVSP-Life Insurance	$59.48
5-1281-412-00-080-018-5-220	CJD-DVSP-FICA	$5,930.19
5-1281-412-00-080-018-5-230	CJD-DVSP-Retirement	$8,240.26
5-1281-412-00-080-018-5-250	CJD-DVSP-Unemployment Comp	$465.11
5-1281-412-00-080-018-5-260	CJD-DVSP-Workers Comp	$50.65
5-1281-412-00-080-018-5-610	CJD-DVSP-General Supplies	$5,346.32
5-1281-334-10-080-018-0-000	CJD-DVSP-Revenues	$75,081.90
5-1281-391-01-000-100-5-000	Transfer In - General Fund (DO NOT POST)	$40,428.72
5-1100-491-01-000-281-5-891	Transfer Out - DA Grants (DO NOT POST)	$40,428.72
	TOTAL BUDGET INCREASE (DECREASE)	**$115,510.62**

REASON: To appropriate 2015-2016 Domestic Violence Specialty Prosecutor (DVSP). Funding provided by Office of the Governor (OOG) from Setember 1, 2015 - August 31, 2016.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: November 12, 2015

2015
Appropriation
AI-52218

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **DA Investigation HB65**

ACCOUNT NUMBER: 5-1223-412-00-080-007-0-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
5-1223-412-00-080-007-0- 118	DA Investigation HB65-	Auto Allowance	900.00
		TOTAL BUDGET INCREASE (DECREASE)	**900.00**

REASON: To appropriate funding for auto allowance for Assistant District Attorney III slot no. A142.
Monies to be taken from the unassigned fund balance for Fund 1223 (Acct # 5-1223-258-00-000-000-0-000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, November 17, 2015** **Agenda Item:** **52218**

Summary of request/proposal:
CJD-DVSP (1281)-
Approval of the following personnel action, effective 9/1/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	Advocate I	G001	113	0.00	33,000.00	33,000.00
1281	ASSISTANT DISTRICT ATTORNEY III	G002	113	0.00	63,100.00	63,100.00
				0.00	96,100.00	96,100.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1281-412-00-080-018-5-	113	CJD-DVSP-	REGULAR FULL TIME	$32,401.53
5-1281-412-00-080-018-5-	211	CJD-DVSP-	HEALTH INSURANCE	$3,997.43
5-1281-412-00-080-018-5-	212	CJD-DVSP-	LIFE INSURANCE	$25.33
5-1281-412-00-080-018-5-	220	CJD-DVSP-	FICA	$2,478.72
5-1281-412-00-080-018-5-	230	CJD-DVSP-	RETIREMENT	$3,444.28
5-1281-412-00-080-018-5-	250	CJD-DVSP-	UNEMPLOYMENT COMP	$194.41
5-1281-412-00-080-018-5-	260	CJD-DVSP-	WORKER'S COMP	$35.64
			2015 Budgetary Impact	$42,577.34

2016 Budgetary Impact: $84,462.16

Possible Funding Sources: **Pending CC approval for interfund AI-52277 CC 11/17/15.**

Comments:

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, November 17, 2015** **Agenda Item:** **52218**

Summary of request/proposal:
DA INVESTIGATION HB65 (1223)-
Approval of the following personnel action, effective 9/1/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	ASSISTANT DISTRICT ATTORNEY III (auto allowance)	A142	118	0.00	900.00	900.00
				0.00	900.00	900.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1223-412-00-080-007-0-	118	DA INVESTIGATION HB65-	AUTO ALLOWANCE	$303.45
5-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65-	HEALTH INSURANCE	$1,998.71
5-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65-	LIFE INSURANCE	$12.66
5-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65-	FICA	$23.21
5-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65-	RETIREMENT	$32.26
5-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65-	UNEMPLOYMENT COMP	$1.82
5-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65-	WORKER'S COMP	$0.33
			2015 Budgetary Impact	$2,372.44

2016 Budgetary Impact: $4,850.56

Possible Funding Sources: **HB65 FUND BALANCE**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY
VICTIM ADVOCATE
JOB DESCRIPTION

Job Description: Coordinates support services and information to crime victims, and their families in compliance with the Texas Code of Criminal Procedure; Ensures that crime victims and/or their families are afforded the rights granted to victims by the Texas Code of Criminal Procedure. Prepares all needed information required for presentation of the victim's court case. Position requires a high level of confidentiality. Under the supervision of the Hidalgo County Criminal District Attorney's Office: Victims Unit Program Director.

Examples of Work Performed:

1. Prepares victims for interviews with prosecutors and provides court accompaniment
2. Conducts assessment of victim and family needs and makes appropriate referrals for on-site or off-site services to medical, mental health services, and community based victim services.
3. Assists victims in applying for Crime Victims Compensation (CVC) and follows up with the CVC claims and procedures.
4. Assists victims in registering for the VINE system (Victim Information Notification Every Day) in an effort to keep victim informed of the criminal justice process.
5. Provides crisis intervention and peer counseling as needed.
6. Assists and explains to victims the Court Order Restitution process
7. Notifies victims of court proceedings and case dispositions as needed to include Indictment Notification and Restitution Hearings.
8. Provides and explains Victims' Rights under Texas Code of Criminal Procedure Chapter 56.
9. Assists victims with submitting Victim Impact Statements
10. Refer victim for post sentence services with the Texas Department of Criminal Justice
11. Assists victims with referrals for legal services and legal remedies available
12. Assists attorneys with case staffing; ensures all cases are assigned as necessary
16. Duties may require travel to and from different locations inside and outside the county
.17. Performs related work as assigned

Experience and/or Education:

1. Bachelor's degree in psychology, social work, criminal justice or related field or
2. Five years experience in a social service agency, preferably dealing with victims of sexual assault, domestic violence, crimes against children, survivors of homicide victims, and other violent crimes.

3. Experience and ability to respond in a supportive way to people in crisis situations.
4. Knowledge of domestic violence, sexual assault, and child abuse dynamics
5. Working knowledge of Texas laws pertaining to domestic violence and sexual assault, Texas Code of Criminal Procedure Chapter 56 & 42, as well as the justice system's response to these crimes
6. Familiarity with the network of social and legal services, resources and procedures available in Hidalgo County area

Other Requirements:

1. adequate personal health, social maturity, and emotional stability to fulfill the functions of the position
2. Knowledge, Skills and Abilities
3. Ability to maintain full confidentiality about victims and their families
4. Must follow strict rules regarding the gathering, decimating, and storage sensitive crime victims" documents, reports, and other information
5. Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or government regulations
6. Ability to read, write and speak both English and Spanish
7. Ability to write generalized report
8. Excellent interviewing and counseling skills
9. Ability to plan and organize effectively
10. Ability to establish and maintain effective working relationships with other county employees and officials, representatives of victim/witness advocacy and assistance groups, court personnel, attorneys and the general public
11. Ability to effectively present information and respond to questions from groups, supervisors and the general public
12. Ability to maintain full confidentiality concerning victims and their families
13. Ability to respond with sensitivity and awareness to victims of crime
14. Experience preparing summary reports, chronologies, and analyses of medical records

Computer Skills

1. Must have some personal computer knowledge
2. Ability to learn new computer software
3. Must be familiar with MS Windows products
4. Must have experience with word processing and general knowledge of personal computers

Computer proficiency in Microsoft Word, Excel and Publisher and be familiar with other MS Windows products and related software

5. Comfortable using newer technologies such as governmental apps and databases

Certifications

1. Registration, Certification, and Licensure Applicant must have a current valid Texas operator's driver's license
2. Must be able to be insured by the County's insurance carrier

THIS IS A SECURITY SENSITIVE POSITION –

1. Position requires gathering, disseminating and storing sensitive crime victim's documents and offense reports .*BACKGROUND INVESTIGATION IS REQUIRED FOR THIS POSITION*

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ASSISTANT DISTRICT ATTORNEY III

GENERAL DESCRIPTION

Performs intermediate-level legal work; Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the frequent supervision of higher level attorneys in aneffort to build the knowledge, skills, and expertise necessary for this position.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

Counsels and advises clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation

Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience as a licensed attorney

Juris Doctorate (JD) degree

Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Able to handle all stressful situations with an even temperament and work effectively with others in achievement of tasks

Possess advanced professional level of analytical ability and be very well versed in the art of being diplomatic and tactful in addition to the use of good judgment and common sense

Must be computer literate

Knowledge of all applicable laws and procedures

Must have good working knowledge and understanding of penal statutes and code of criminal procedures as well as case holdings and departmental policies

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-52277 **Budget and Management** **10. C.**

CC CONSENT

Meeting Date: 11/17/2015

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Transfers In-Gen Fund (1281)
Approval of 2015 interfund transfer from Co Wide Adm-Contingency to Transfers In-Gen Fund (1281) in the amount of $40,428.72 for a local match required for the Domestic Violence Specialty Prosecutor Grant, AI-52218 (CC 11/17/15).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds available pending posting of Salary Sweep, AI-52158 CC 11/10/15.

Attachments

Interfund Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 02:47 PM
Ivan Cantu	Ivan Cantu	11/12/2015 02:56 PM
Auditor's Office	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Patricia Ramos		Started On: 11/12/2015 02:33 PM
Final Approval Date: 11/13/2015		

DATE: November 12, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for CJD-DVSP Grant

2015
Interfund Transfer

AI-52277

ACCOUNT NUMBER: 5-1XXX-XXX-0X-XXX-XXX-X-XXX

CONTACT PERSON: Patricia Ramos PHONE: (956) 292-7025 ext. 5416

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
5-1100-415-00-115-002-0-	899	CO WIDE ADM-	CONTINGENCY	(40,428.72)
5-1100-491-01-000-281-5-	891	TRANSFERS OUT-	GRANTS LVL 1	40,428.72
TO:				
5-1281-391-01-000-100-5-	000	TRANSFERS IN-	GENERAL FUND	40,428.72
			TOTAL BUDGET INCREASE (DECREASE)	-

REASON: Interfund transfer to fund the local cash match required for the Domestic Violence Specialty Prosecutor Grant, AI-52218 CC 11/17/15.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-52115 **District Attorney** **8. B.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

1. Approval of certification of revenues as certified by the County Auditor for the FY 2016-2017 Victim Assistance Program.
2. Approval to appropriate the FY 2016-2017 Victim Assistance Program grant funds.
3. Approval to appropriate HB65 funds.
4. Approval of the following personnel actions:

Slot#	Dept	Position Title	Proposed Salary/Allowance
G001	080-017	Advocate I	$33,000.00
G002	080-017	Advocate I	$33,000.00
G003	080-017	Assistant District Attorney II	$58,100.00
A141	080-007		$900.00

5. Approval of the salary schedule in accordance with Commissioners Court approval.

BACKGROUND

Funding is provided by the Office of the Governor Criminal Justice Division. Cash Match is required.

Approval to apply & resolution were approved by Commissioners' Court on February 17, 2015, Agenda Item #48497

Approval to accept was approved by Commissioners' Court on September 29, 2015, Agenda Item #51339

Congratulatory Letter & Certification of Assurances were presented with Agenda Item #51339

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1281-412-00-080-017-5-XXX

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

BUDGETARY IMPACT:

Victim Assistance Program Grant Award=$264,476.04
Required Local Match=$66,119.03
County Fiscal Year: 2015
Grant Fiscal Year: 2015

Project Period: September 1, 2015 - September 30, 2017
Budget Period: September 1, 2015 - September 30, 2017

FISCAL YEAR: 2015 **ACCT. #:** 5-1223-412-00-080-007-0-118

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

BUDGETARY IMPACT:

Appropriation of funds from HB65 Fund Balance.

Attachments

CONDITIONS MEMO/GRANTEE RESPONSIBILITIES
APPROPRIATION
JOB DESCRIPTION ADA
Fiscal Note
Appropriation
job desc
PARS
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 11:38 AM
Manuel Chapa	Veronica Ortiz	11/12/2015 12:46 PM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Ramiro Sendejo		Started On: 11/04/2015 10:49 AM
Final Approval Date: 11/13/2015		

GOVERNOR GREG ABBOTT

Required Conditions for Criminal Justice Division Grant Recipients

Congratulations on your grant award from Governor Greg Abbott's Criminal Justice Division (CJD). In this document you will find requirements that apply to your grant, state and federal requirements for grantees, and conditions for uses of grant funds.

These requirements are in addition to those that can be found on the eGrants system, to which you agreed when applying for the grant. Other state and federal laws and federal conditions of funding may apply to your grant. In particular, please see the Office of Justice Programs Financial Guide; 2 CFR 200 (federal regulations governing grant requirements); Title 1, Part 1, Chapter 3 (Criminal Justice Division) of the Texas Administrative Code; the Texas Uniform Grant Management Standards (UGMS); and the CJD Guide to Grants.

It is important to review all of these policies to successfully manage your grant, maintain eligibility for funding, and avoid violating the terms of your grant, any of which could result in the revocation of your funding or other actions. Many of these requirements are also based in state or federal law.

Requirements for All Grant Recipients

CJD requires all grantees to follow the below requirements, which are from federal laws or regulations, state law, or CJD policy, or a combination of these. The requirements are mandatory for every recipient of every grant from CJD. For background or further information, see the documents, laws and regulations cited above and individual footnotes for the requirements below, or contact CJD.

General Requirements

These requirements are for all grantees with any type of project.

Financial reporting – Financial Status Reports must be submitted to CJD via eGrants. Reports may be submitted monthly but must be submitted at least quarterly. Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

- April 22 (January-March quarter)
- July 22 (April-June quarter)
- October 22 (July-September quarter)
- January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding. Payments will be

generated based on expenditures reported in the reports. Upon CJD approval of the report, CJD will issue a payment through direct deposit or electronic transfer.

Required notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Generated program income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless CJD grants prior approval that allows a supplement to project costs. Program income must be expended prior to seeking payments from CJD and must be accounted and used for the purposes of the grant activities as awarded.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report must be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report. Additionally, equipment and software developed with funds awarded by the US Department of Justice (USDOJ) must be compliant with USDOJ information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan. A list of additional standards can be found at the OJP Standards Clearinghouse.

Project effectiveness – Grantees should regularly collect data to evaluate the effectiveness of their projects. This evaluation includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals.

Project commencement time deadlines - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

- **Commencement within 60 days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.
- **Commencement within 90 days.** If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is

later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Project changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Supplanting funds – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated or allocated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. For additional information on supplanting, refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx.

Funding Eligibility Conditions

These conditions are required to be maintained in order to obtain and retain eligibility for grants administered by CJD.

Non-profit grant recipients: proof of status – CJD and U.S. Department of Justice policy is that a non-profit who receives a grant must be prepared to demonstrate its non-profit status through one of four methods:

1. Submission of proof of 501(c)(3)
2. Submission of a statement from the state taxing authority or state Secretary of State, or other similar official certifying that the organization is a non-profit operating within the state, and that no part of its net earnings may lawfully benefit any private shareholder or individual.
3. Submission of a certified copy of the applicant's certificate of incorporation or similar documents.
4. Submission of any item above, if that item applies to a state or national parent organization, together with a statement by the state or parent organization that the applicant is a local non-profit affiliate.

There are additional requirements for recipients of Juvenile Justice and Delinquency Prevention Act grant recipients. See the section on special requirements for that grant for more details. All non-profit sub recipients of formula funds provided under the Juvenile Justice and Delinquency Prevention Act must have a 501(c)(3) status recognized by the Internal Revenue Service.

Non-profit grant recipients: maintaining a fidelity bond – Each nonprofit corporation receiving funds from CJD must obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Public information requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Conflict of interest safeguards – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Grant-funded personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Contracting and procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When contractual or equipment procurement is anticipated to be in excess of $150,000, grantees must submit a Procurement Questionnaire to CJD (available at https://eGrants.gov.texas.gov/updates.aspx) for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal history reporting by counties and other governmental entities – Counties or other governmental entities required to maintain and report criminal history records the Texas Code of Criminal Procedure, Ch. 60, must maintain compliance with that statute in order to obtain or maintain eligibility for CDJ grant funds.

For-profit grant recipients: special conditions – It is CJD and OJP policy that for-profit organizations must agree not to make a profit as a result of an award and not to charge a management f**ee** for the performance of an award. Also, commercial organizations must agree to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations.

Monitoring – Grantees must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The grantee must make every effort to address and resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office through a Corrective Action Plan.

Law enforcement programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

Overtime pay: Prior approval and conditions required - Overtime is allowable to the extent that it is included in the CJD approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). Additionally, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit

both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

Prohibited political acts of agencies and individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

Employment of a lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of alcoholic beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. Additionally, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

Intellectual property – DOJ and CJD reserve certain rights with respect to data, patentable inventions, works subject to copyright, and other intellectual property associated with an award of Federal funds. See 28 CFR 66.34, and 37 CFR Part 401.

Limited English proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Inherently religious activities – A grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. Grantees must also not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief in the delivery of services or

benefits funded by the grant. These requirements apply to all grantees, not just faith-based organizations.

Copyrights and licenses for data and other works – CJD [and the Office of Justice Programs (OJP), if the work is funded with a federal grant] reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state [or Federal] purposes:

(1) any work subject to copyright developed under an award or subaward; and

(2) any rights of copyright to which a recipient or sub recipient purchases ownership with state [or Federal support.

The recipient acknowledges that CJD [and OJP] have the right to

(1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and

(2) authorize others to receive, reproduce, publish or otherwise use such data for state [or federal] purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.22714 (Rights in Data- general).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award. The recipient has the responsibility to obtain from sub recipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed sub recipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the CJD program manager for the award and not proceed with the agreement in question without further authorization from CJD.

Records must be made available upon request – The grantee authorizes CJD – and, if grant funds are from federal sources, the relevant federal office – and its representatives access to and the right to examine all records, books, papers, or documents related to the grant.

Project-Specific Requirements

These requirements only apply to grantees using funds for specific activities or types of projects. Review the requirements below to see if they apply to your grant.

Research involving human subjects: required procedures – If the grantee uses grant funds to undertake research involving human subjects, the grantee may be subject to Department of Justice (DOJ) Office of Justice Programs (OJP) policies and requirements adopted by CJD related to human subjects found in 28 CFR Part 46. OJP has developed a decision tree to assist applicants in determining whether an activity they plan to undertake with grant funds constitutes research involving human subjects. DOJ and CJD regulations protect the human subjects of grant-funded research. In brief, 28 CFR Part 46 requires that most research involving human subjects that is conducted or supported by a Federal department or agency - and CJD by adoption – be reviewed and approved by an institutional Review Board (IRB), in accordance with the regulations, before funds are expended for that research. As a rule, persons who participate in grant-funded research must provide their "informed consent" and must be permitted to terminate their participation at any time. Funding recipients, before they will be allowed to spend OJP or

CJD funds on any research activity involving human subjects, must submit appropriate documentation to CJD showing compliance with 28 CFR Part 46 requirements. General Information regarding data confidentiality and Protection of Human Research Subjects (and Model Privacy Certificate and other forms) can be found at: http://ojp.gov/funding/forms.htm.

For grants of state funds over $500,000: audit requirements – If the grantee expends more than $500,000 in state funds in a fiscal year, the grantee may be subject to the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at: http://www.window.state.tx.us/procurement/catrad/ugms.pdf. UGMS is likely to be updated in 2015, and the threshold expenditure levels that trigger Single Audit requirements may increase. In order to ensure compliance, take care to note both the effective dates and expenditure levels. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with the State Single Audit Circular issued under UGMS within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Use of funds on conferences: guidance and restrictions – CJD does not allow grant funds to be used on non-emergency food, meals, beverages or other refreshments, such as those that might be provided at conferences. If the grantee uses grant funds for other expenses related to conferences, the grantee 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 (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events), including and costs of attendance at such events. More detailed policies and guidance can be found in the DOJ Office of Justice Programs 2015 Financial Guide, available at http://ojp.gov/financialguide/DOJ/. Note that CJD policies are more restrictive that federal guidance, and apply to all grant funds administered by CJD.

For any websites produced with grant funds – If the grantee uses grant funds to produce, in whole or in part, any website, the following statement must be placed on the home page, on all major entry pages (i.e. pages (exclusive of documents) whose primary purpose is to navigate the user to interior consent), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

> **For websites produced with state (and no federal) grant funds -** "This web site is funded [insert "in part", if applicable] through a grant from the Criminal Justice Division of the Texas Office of the Governor. Neither the Office of the Governor nor any of its components operate, control, are responsible for, or necessarily endorse, this web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."
>
> **For websites produced with federal grant funds -** "This web site is funded [insert "in part", if applicable] through a grant from the Criminal Justice Division of the Texas Office of the Governor and the [insert name of Office of Justice Programs component, e.g. Office of Juvenile Justice and Delinquency Prevention], Office of Justice Programs, U.S. Department of Justice. Neither the Office of the Governor, the U.S. Department of Justice, nor any of their components operate, control, are responsible for, or necessarily endorse, this web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled “Notice of funding and disclaimer,” to the full text of the statement. The publication must not convey CJD or DOJ’s official recognition or endorsement of the recipient’s project simply based on having received funding.

Requirements for All Recipients of Federal Grants

CJD requires all grantees receiving federal grants to follow the below requirements in addition to those for recipients of all grants administered by CJD, as well as any requirements in state law and rules and federal laws and regulations. The requirements are mandatory for every recipient of federal JJDP administered by CJD. For background or further information, see the documents, laws and regulations cited at the beginning of this document and individual footnotes for the requirements below, or contact CJD or DOJ.

General Requirements for Federal Grants

These requirements are for all grantees receiving a federal grant with any type of project.

Equal Employment Opportunity Plans (for ALL recipients of federal grants - EVEN IF CLAIMING AN EXEMPTION) – All recipients of federal grants must either 1) develop and file an Equal Employment Opportunity Plan (EEOP) with the Department of Justice; OR 2) file a certification of exemption from EEOP requirements, if eligible. The Department of Justice has released a new EEOP Certification Form. Every recipient of a federal grant must now complete an EEOP Certification Form, even those that are exempt from filing an Equal Employment Opportunity Plan (EEOP).

If a grantee is required to submit an EEOP, that grantee must also file a Certification Form declaring that submission. The grantee must keep a copy of both the EEOP and the Certification Form on-file and available at any time upon request from CJD.

If a grantee is claiming an exemption from filing an EEOP, that grantee must complete the federal Certification Form for that exemption in order to be eligible for federal funds. Grantees must keep a copy of the Certification Form on-file and available at any time upon request from CJD.

EEOP guidance and the Certification Form for both filers and those claiming an exemption is available at: http://ojp.gov/about/ocr/eeop.htm

For grants of federal funds occurring in grantee fiscal years beginning before December 26, 2014 – Grantees expending more than $500,000 in federal funds in a fiscal year part of a grant whose effective date falls within a grantee's fiscal year that begins before December 26, 2016 are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

For grants of federal funds occurring in grantee fiscal years beginning on or after December 26, 2014 – Grantees expending more than $750,000 in federal funds in a fiscal year as part of a grant whose effective date falls within a grantee's fiscal year that begins on or after December 26, 2016 are subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

E-Verify participation – If applicable, the grantee will comply with Executive Order RP-80 regarding the U.S. Department of Homeland Security's E-Verify system.

Funding Eligibility Conditions for Federal Grants

These conditions are required to be maintained in order to obtain and retain eligibility for federal grants administered by CJD.

Restrictions on political activity – Unless specifically authorized to do so by federal law, grant recipients or their sub-grantees or contractors are prohibited from using federal grant funds for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, or contributing to political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

State and local government employees of grantees whose salaries are funded by funds from federal grants must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of employees who work in connection with federally funded programs. Covered employees may not: 1) use their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office; or 2) directly or indirectly coerce, attempt to coerce, command, or advise a State or local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.

State and local government employees of grantees whose salaries are funded entirely, directly or indirectly, by federal funds may not be candidates for public office in a partisan election.

Cash compensation conditions - With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal governments Senior Executive Services (SES) at any agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of CJD and its federal funding agency.

Evidence-based programs or practices – OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates;
- Integrating evidence into program, practice, and policy decisions within OJP and the field; and
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by casual evidence, generally obtaining through one or more outcome evaluations. Causal intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. OJP's CrimeSolutions.gov website is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

ACORN - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

Texting & driving – 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 the distracted drivers.

Computer networks - 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, prosecutions, or adjudication activities.

OJP Training Guiding Principles - 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 Sub grantees, available at: http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

Religious discrimination - 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.

Consultant rate – Approval of this award does not indicate approval of any consultant rate in excess of $650 per day or $81.25 per hour. A detailed justification must be submitted to and approved by CJD prior to obligation or expenditures of such funds. Although prior approval is not required for consultant rates below these specified amounts, grantees are required to maintain documentation to support all daily or hourly rates.

Applicability of Part 200 Uniform Requirements - The Uniform Administrative Requirements. Cost Principles, and Audit Requirements in 2 C.FR. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.FR. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Pan 200 Uniform

Requirements, which were first adopted by DO] on December 26, 2014, supersede, among other things, the provisions of 28 CRR. Parts 66 and 70, as well as those of 2 C.F.R. Pans 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Pan 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.

Use of the "de minimis" indirect cost rate - 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 CJD in writing before any such funds are obligated 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).

Project-Specific Requirements for Federal Grants

These requirements only apply to grantees using federal grant funds for specific activities or types of projects. Review the requirements below to see if they apply to your grant.

Intelligence database training - Any grant-funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period that the person has responsibility for entering data into or retrieving data from an intelligence database.

DOJ Information Technology Interface Standards - As appropriate, all equipment and software developed under awards that result from this solicitation must be compliant with DOJ Information Technology Interface Standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan. A list of additional standards can be found at the OJP Standards Clearinghouse.

Additional Requirements for Justice Assistance Grants (JAG)

CJD requires all grantees receiving federal Justice Assistance Grants (JAG) to follow the below requirements in addition to those for recipients of all grants administered by CJD and the requirements for all federal grants, as well as any requirements in state law and rules and federal laws and regulations. The requirements are mandatory for every recipient of federal JAG funds administered by CJD. For background or further information, see the documents, laws and regulations cited at the beginning of this document and individual footnotes for the requirements below, or contact CJD or DOJ.

Project-Specific Requirements for Federal JAG Funds

These requirements only apply to grantees using federal JAG funds for specific activities or types of projects. Review the requirements below to see if they apply to your grant.

Body armor purchases: mandatory wear policy – If a grantee uses JAG grant funds to purchase ballistic-resistant or stab-resistant body armor, the grantee must have a written "mandatory wear" policy in effect and submit a signed certification to that effect to CJD. 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.

Body armor purchases: matching fund restrictions – If a grantee uses JAG funds to purchase ballistic-resistant or stab-resistant body armor, the grantee may not use those funds as part of the 50% match requirement for purposes of the Bulletproof Vest Partnership (BVP) program.

Body armor purchases: acceptable models - If a grantee uses JAG funds to purchase ballistic-resistant or stab-resistant body armor, the body armor 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 (NIJ) Ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). Additionally, 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.htmm.

Purchase of unmanned aircraft: restrictions - No JAG funds may be expended on the purchase of unmanned aircraft, unmanned aircraft systems or unmanned aerial vehicles (UA/UAS/UAV), unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Any state or local jurisdiction receiving BJA approval to utilize JAG funds for this type of purchase must certify to DOJ that it received Federal Aviation Administration (FAA) approval to operate a UA/UAS/UAV and that it is legal to operate a UA/UAS/UAV in the proposed jurisdiction or geographic area. The recipient must submit a statement on the goals and objectives for the use of a UA/UAS/UAV, the anticipated specific uses, and policy regarding privacy considerations. BJA may require additional reporting requirements that will be stipulated post award.

Law enforcement information-sharing system projects: employing existing networks – If a grantee uses JAG funds for law enforcement information-sharing systems that 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 CJD and its federal funding agency that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system. The purpose of this requirement is to avoid duplicating similar, exiting networks or IT systems in other initiatives funded by federal grants.

Funding for Task Forces: online training required – If a grantee uses JAG funds to fund any member of a law enforcement task force, the grantee agrees that within 120 days of award acceptance, each current member of the 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 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.

Technology projects: State Information Technology Point of Contact – If a grantee uses JAG funds on a technology project, the grantee must notify the State Information Technology Point of Contact of any information technology projects funded by this grant. This notification is to facilitate communication among local and state governmental entities regarding victim information technology projects being conducted with these grant funds. To reach the Texas Point of Contact at the Department of Public Safety, call 512-424-2524.

Additional Requirements for Juvenile Justice and Delinquency Prevention (JJDP) Grants

CJD requires all grantees receiving federal Juvenile Justice and Delinquency Prevention (JJDP) grants to follow the below requirements in addition to those for recipients of all grants administered by CJD and the requirements for all federal grants, as well as any requirements in state law and rules and federal laws and regulations. The requirements are mandatory for every recipient of federal JJDP grant funds administered by CJD. For background or further information, see the documents, laws and regulations cited at the beginning of this document and individual footnotes for the requirements below, or contact CJD or DOJ.

General Requirements for Federal JJDP Grants

These requirements are for all grantees receiving a federal JJDP grant with any type of project.

General compliance with US DOJ regulations - The recipient agrees to comply with all Formula Grant Program requirements as outlined in the Juvenile Justice and Delinquency Prevention Act of 2002, the applicable guidelines, the certified assurances; and the most recent OJJDP Formula Grants Consolidated Regulation (28 CFR Part 31), to the extent that those regulations are not in conflict with those listed here or on eGrants.

Funding Eligibility Conditions for Federal JJDP Grants

These conditions are required to be maintained in order to obtain and retain eligibility for federal JJDP grants administered by CJD.

Non-profit grant recipients: proof of status –U.S. Department of Justice policy states that a non-profit that receives a grant must be prepared to demonstrate its non-profit status through submission of proof of 501(c)(3) status recognized by the Internal Revenue Service.

Additional Requirements for Violence Against Women Act (VAWA) Grants

CJD requires all grantees receiving federal Violence Against Women Act (VAWA) grants to follow the below requirements in addition to those for recipients of all grants administered by CJD and the requirements for all federal grants, as well as any requirements in state law and rules and federal laws and regulations. The requirements are mandatory for every recipient of federal VAWA grant funds administered by CJD. For background or further information, see the documents, laws and regulations cited at the beginning of this document and individual footnotes for the requirements below, or contact CJD or DOJ.

Funding Eligibility Conditions for Federal VAWA Grants

These conditions are required to be maintained in order to obtain and retain eligibility for federal VAWA grants administered by CJD.

Legal assistance eligibility – The grantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population, or (B) (i) is partnered with an entity or person that has demonstrated expertise and described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) and has been or will be developed with input from and in collaboration with a State, Local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

Project-Specific Requirements for Federal VAWA Grants

These requirements only apply to grantees using federal VAWA grant funds for specific activities or types of projects. Review the requirements below to see if they apply to your grant.

Restricted uses of grant funds - The grantee agrees that grant funds will not be used to support the purchase of standard issued law enforcement items, such as uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not integral part of a court-mandated batterer intervention program.

Additional Requirements for Victims of Crime Act (VOCA) Grants

CJD requires all grantees receiving federal Victims of Crime Act (VOCA) grants to follow the below requirements in addition to those for recipients of all grants administered by CJD and the requirements for all federal grants, as well as any requirements in state law and rules and federal laws and regulations. The requirements are mandatory for every recipient of federal VOCA grant funds administered by CJD. For background or further information, see the documents, laws and regulations cited at the beginning of this document and individual footnotes for the requirements below, or contact CJD or DOJ.

General Requirements for Federal VOCA Grants

These requirements are for all grantees receiving a federal VOCA grant with any type of project.

Reporting requirements – CJD anticipates substantial changes in performance measure reporting requirements to be issued by the Department of Justice at some point in FY 2016. These changes will apply to grants already in-progress in FY 2016, and may include changes not only in the content of reports, but also in the method of collection. CJD will work with grantees to make the transition as smooth as possible, but by accepting VOCA grant funds, the recipient agrees to whatever changes in reporting requirements CJD issues during FY 2016.

Intake process – The grantee will create and implement a system that will identify, at intake, which clients are eligible for VOCA grant-funded services. Eligible clients are limited to the qualifying victim population as defined in the VOCA grant process.

Judicial notification - A state or unit of local government shall not be entitled to funds under this grant unless it:

- Certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 922(g)(8) and (g)(9) of title 18, United States Code, and any applicable related federal, state, or local laws; or
- Gives the Attorney General assurances that its judicial administrative policies and practices will be in compliance with the requirements of subparagraph (A) within the later of—
  1. The period ending on the date on which the next session of the State legislature ends; or
  2. January 5, 2008.

Recipient demographic information – The grantee must collect and maintain information on race, sex, national origin, age, and disabilities of recipients, where such information is voluntarily furnished by those receiving assistance.

For non-profits, required posting of financial documents – A grantee that is a non-profit organization but is not a 501(c)(3) organization finally certified by the Internal Revenue Service must make its financial statements available online.

Funding Eligibility Conditions for Federal VOCA Grants

These conditions are required to be maintained in order to obtain and retain eligibility for federal VOCA grants administered by CJD.

Federal VOCA program guidelines – Grantees must comply with applicable provisions of the VOCA Final Program Guidelines VOCA, FY 1997 Victim Assistance Program.

National Historic Preservation Act (NHPA) – VOCA grant funds administered by CJD are generally ineligible to be used in the renovation of buildings unless specifically authorized in the grant award.

Qualifying populations – The grantee will adhere to VOCA Victim's Assistance Grant Program guidelines, which require that VOCA funds are used to serve the (specific) qualifying population, which is defined as victims of an offense that violates a federal or state criminal statute or regulation or the victims of crimes that occur in a geographic area which is under federal legal jurisdiction.

Reporting mis-use of grant funds - The recipient and any subrecipients must promptly refer to CJD any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submilted 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.

Certification of non-profit status – By accepting funds under this award, any non-profit grantee certifies and affirmatively asserts that it is a non-profit organization and that it keeps on file, and is available upon audit, either:

1. a copy of the recipient's 501(c)(3) designation letter;
2. a letter from the State of Texas stating that the recipient is a non-profit organization operating within Texas; or
3. a copy of the grantee's Texas certificate of incorporation that substantiates its non-profit status.

Grantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3), and a statement by the state or national parent organization that the recipient is a local non-profit affiliate.

Restrictions and certifications regarding non-disclosure agreements and related matters - No recipient or subrecipient under this award, or entity that receives a contractor 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 state or federal department or agency authorized to receive such information.

The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates 10 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 CJD, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.
2. If the recipient does or is authorized to make subawards or contracts under this award:
    a. it represents that:
        i. it has determined that no other entity that the recipient's application proposes mayor 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
        ii. 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 CJD, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by CJD.

Compliance with Victims of Crime Act - The recipient assures that it and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and

(2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the recipient certifies:

a) that it is an eligible victim assistance organization, 42 U.S.C. 10603(a)(2); and
b) that funds under this award will not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 U.S.C. 10603(a)(2).

Project-Specific Requirements for Federal VOCA Grants

These requirements only apply to grantees using federal VOCA grant funds for specific activities or types of projects. Review the requirements below to see if they apply to your grant.

Specific legal services – Victims of an offense that violates a federal or state criminal statute may be eligible for grant funded legal services. All legal assistance will work specifically in the interest of assisting the victim with issues arising from the (original or specific) offense that created the victim status.

DATE: November 10, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 5-1281-412-00-080-XXX-6-XXX VAP

Contact Person: Ramiro Sendejo **Ph#** 292-7604 Ext. 8082

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
5-1281-412-00-080-017-5-113	CJD-VAP-Regular F/T Employees	$241,820.17
5-1281-412-00-080-017-5-211	CJD-VAP-Health Insurance	$34,665.00
5-1281-412-00-080-017-5-212	CJD-VAP-Life Insurance	$211.29
5-1281-412-00-080-017-5-220	CJD-VAP-FICA	$18,488.91
5-1281-412-00-080-017-5-230	CJD-VAP-Retirement	$25,691.14
5-1281-412-00-080-017-5-250	CJD-VAP-Unemployment Comp	$1,450.14
5-1281-412-00-080-017-5-260	CJD-VAP-Workers Comp	$166.26
5-1281-412-00-080-017-5-610	CJD-VAP-General Supplies	$8,102.16
5-1281-334-10-080-017-0-000	CJD-VAP-Revenues	$264,476.04
5-1281-391-01-000-100-5-000	Transfer In - General Fund (DO NOT POST)	$66,119.03
5-1100-491-01-000-281-5-891	Transfer Out - DA Grants (DO NOT POST)	$66,119.03
	TOTAL BUDGET INCREASE (DECREASE)	**$330,595.07**

REASON: To appropriate 2015-2017 Victim Assistance Program (VAP). Funding provided by Office of the Governor (OOG) from Setember 1, 2015 - September 30, 2017.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ASSISTANT DISTRICT ATTORNEY II

GENERAL DESCRIPTION

Employee performs legal work. Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the frequent supervision of higher level attorneys in an effort to build the knowledge, skills, and expertise necessary.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

Counsels and advises clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation

Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in legal setting with prior experience in the relevant areas of law

Juris Doctorate (JD) degree

Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Must be computer literate

Knowledge of all applicable laws and procedures

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, November 17, 2015 Agenda Item: 52115

Summary of request/proposal:
CJD-VAP (1281)-
Approval of the following personnel action, effective 9/1/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	Advocate I	G001	113	0.00	33,000.00	33,000.00
1281	Advocate I	G002	113	0.00	63,100.00	63,100.00
1281	Assistant District Attorney II	G003	113	0.00	58,100.00	58,100.00
				0.00	154,200.00	154,200.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1281-412-00-080-017-5-	113	CJD-VAP-	REGULAR FULL TIME	$51,990.80
5-1281-412-00-080-017-5-	211	CJD-VAP-	HEALTH INSURANCE	$5,996.14
5-1281-412-00-080-017-5-	212	CJD-VAP-	LIFE INSURANCE	$37.99
5-1281-412-00-080-017-5-	220	CJD-VAP-	FICA	$3,977.30
5-1281-412-00-080-017-5-	230	CJD-VAP-	RETIREMENT	$5,526.62
5-1281-412-00-080-017-5-	250	CJD-VAP-	UNEMPLOYMENT COMP	$311.94
5-1281-412-00-080-017-5-	260	CJD-VAP-	WORKER'S COMP	$57.19
			2015 Budgetary Impact	$67,897.98

2016 Budgetary Impact: $201,991.32

Possible Funding Sources: Local match funded by AI-51564 on CC 9/29/15

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, November 17, 2015 Agenda Item: 52115

Summary of request/proposal:
DA INVESTIGATION HB65 (1223)-
Approval of the following personnel action, effective 9/1/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	ASSISTANT DISTRICT ATTORNEY II (auto allowance)	A141	118	0.00	900.00	900.00
				0.00	900.00	900.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1223-412-00-080-007-0-	118	DA INVESTIGATION HB65-	AUTO ALLOWANCE	$303.45
5-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65-	HEALTH INSURANCE	$1,998.71
5-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65-	LIFE INSURANCE	$12.66
5-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65-	FICA	$23.21
5-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65-	RETIREMENT	$32.26
5-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65-	UNEMPLOYMENT COMP	$1.82
5-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65-	WORKER'S COMP	$0.33
			2015 Budgetary Impact	$2,372.44

2016 Budgetary Impact: $7,275.84

Possible Funding Sources: HB65 FUND BALANCE

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: November 12, 2015

2015
Appropriation
AI-52115

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **DA Investigation HB65**

ACCOUNT NUMBER: 5-1223-412-00-080-007-0-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
5-1223-412-00-080-007-0- 118	DA Investigation HB65-	Auto Allowance	900.00
	TOTAL BUDGET INCREASE (DECREASE)		**900.00**

REASON: To appropriate funding for auto allowance for Assistant District Attorney II slot no. A141.
Monies to be taken from the unassigned fund balance for Fund 1223 (Acct # 5-1223-258-00-000-000-0-000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY
ADVOCATE I
JOB DESCRIPTION

Job Description: Coordinates support services and information to crime victims, and their families in compliance with the Texas Code of Criminal Procedure; Ensures that crime victims and/or their families are afforded the rights granted to victims by the Texas Code of Criminal Procedure. Prepares all needed information required for presentation of the victim's court case. Position requires a high level of confidentiality. Under the supervision of the Hidalgo County Criminal District Attorney's Office: Victims Unit Program Director.

Examples of Work Performed:

1. Prepares victims for interviews with prosecutors and provides court accompaniment
2. Conducts assessment of victim and family needs and makes appropriate referrals for on-site or off-site services to medical, mental health services, and community based victim services.
3. Assists victims in applying for Crime Victims Compensation (CVC) and follows up with the CVC claims and procedures.
4. Assists victims in registering for the VINE system (Victim Information Notification Every Day) in an effort to keep victim informed of the criminal justice process.
5. Provides crisis intervention and peer counseling as needed.
6. Assists and explains to victims the Court Order Restitution process
7. Notifies victims of court proceedings and case dispositions as needed to include Indictment Notification and Restitution Hearings.
8. Provides and explains Victims' Rights under Texas Code of Criminal Procedure Chapter 56.
9. Assists victims with submitting Victim Impact Statements
10. Refer victim for post sentence services with the Texas Department of Criminal Justice
11. Assists victims with referrals for legal services and legal remedies available

12. Assists attorneys with case staffing; ensures all cases are assigned as necessary

16. Duties may require travel to and from different locations inside and outside the county

.17. Performs related work as assigned

Experience and/or Education:

1. Bachelor's degree in psychology, social work, criminal justice or related field or
2. Five years experience in a social service agency, preferably dealing with victims of sexual assault, domestic violence, crimes against children, survivors of homicide victims, and other violent crimes.

3. Experience and ability to respond in a supportive way to people in crisis situations.
4. Knowledge of domestic violence, sexual assault, and child abuse dynamics
5. Working knowledge of Texas laws pertaining to domestic violence and sexual assault, Texas Code of Criminal Procedure Chapter 56 & 42, as well as the justice system's response to these crimes
6. Familiarity with the network of social and legal services, resources and procedures available in Hidalgo County area

Other Requirements:

1. adequate personal health, social maturity, and emotional stability to fulfill the functions of the position
2. Knowledge, Skills and Abilities
3. Ability to maintain full confidentiality about victims and their families
4. Must follow strict rules regarding the gathering, decimating, and storage sensitive crime victims" documents, reports, and other information
5. Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or government regulations
6. Ability to read, write and speak both English and Spanish
7. Ability to write generalized report
8. Excellent interviewing and counseling skills
9. Ability to plan and organize effectively
10. Ability to establish and maintain effective working relationships with other county employees and officials, representatives of victim/witness advocacy and assistance groups, court personnel, attorneys and the general public
11. Ability to effectively present information and respond to questions from groups, supervisors and the general public
12. Ability to maintain full confidentiality concerning victims and their families
13. Ability to respond with sensitivity and awareness to victims of crime
14. Experience preparing summary reports, chronologies, and analyses of medical records

Computer Skills

1. Must have some personal computer knowledge
2. Ability to learn new computer software
3. Must be familiar with MS Windows products
4. Must have experience with word processing and general knowledge of personal computers

Computer proficiency in Microsoft Word, Excel and Publisher and be familiar with other MS Windows products and related software

5. Comfortable using newer technologies such as governmental apps and databases

Certifications

1. Registration, Certification, and Licensure Applicant must have a current valid Texas operator's driver's license
2. Must be able to be insured by the County's insurance carrier

THIS IS A SECURITY SENSITIVE POSITION –

1. Position requires gathering, disseminating and storing sensitive crime victim's documents and offense reports .*BACKGROUND INVESTIGATION IS REQUIRED FOR THIS POSITION*

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Criminal District Attorney (080-017) **DATE:** 11/12/15

CURRENT POSITION TITLE: **CURRENT SLOT. #:** G001 / G002

REQUESTED POSITION TITLE: ADVOCATE I (2 positions)
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 33,000.00 x 2 (Proposed Budgeted Salary) $ 33,000.00 x 2= $66,000.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Victim Assistance Program Grant (5-1281-412-00-080-017-5-XXX)

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

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

The District Attorney's Office is in need of two Advocate I positions due to an increase in the number of victims of violent crimes. The Advocate will coordinate support services and information to crime victims, and their families in compliance with the Texas Code of Criminal Procedure.

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

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

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

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 11/13/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 11/13/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 11/16/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-017) DATE: 11/12/2015

CURRENT POSITION TITLE: CURRENT SLOT #: 017-G003 / 007-A141

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY II

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 58,100.00	$ 58,100.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Allowance Amount: (per Auto)

$ 0.00	$ 900.00	$ 900.00
Current ~~Budgeted Salary~~ per Allowance Amount	Proposed ~~Budgeted Salary~~ per Allowance Amount	Net Change

Position to be funded from one of the following:

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

[X] Other VICTIM ASSISTANCE PROGRAM GRANT

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

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

The District Attorney's Office is in need of an Assistant District Attorney II position to keep up with the increase in the number of victims of violent crimes. This position will provide victims with guidance on legal procedures, assistance in securing rights and services from other agencies and intervention with employers and creditors.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 11/13/15	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO	
2.	HUMAN RESOURCES DIRECTOR	Date 11/13/2015	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date 11/16/2015	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

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

November 13, 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 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 Office of the Governor-Criminal Justice Division. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$264,476.04	Grant No. 2924301 Hidalgo County DA's Office-Victim Assistance Program

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor
Ray Eufracio, CPA
Hidalgo County Auditor

11/16/15
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-52115 **District Attorney 8. B.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

1. Approval of certification of revenues as certified by the County Auditor for the FY 2016-2017 Victim Assistance Program.
2. Approval to appropriate the FY 2016-2017 Victim Assistance Program grant funds.
3. Approval to appropriate HB65 funds.
4. Approval of the following personnel actions:

Slot#	Dept	Position Title	Proposed Salary/Allowance
G001	080-017	Advocate I	$33,000.00
G002	080-017	Advocate I	$33,000.00
G003	080-017	Assistant District Attorney II	$58,100.00
A141	080-007		$900.00

5. Approval of the salary schedule in accordance with Commissioners Court approval.

BACKGROUND

Funding is provided by the Office of the Governor Criminal Justice Division. Cash Match is required.

Approval to apply & resolution were approved by Commissioners' Court on February 17, 2015, Agenda Item #48497

Approval to accept was approved by Commissioners' Court on September 29, 2015, Agenda Item #51339

Congratulatory Letter & Certification of Assurances were presented with Agenda Item #51339

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1281-412-00-080-017-5-XXX

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

BUDGETARY IMPACT:

Victim Assistance Program Grant Award=$264,476.04
Required Local Match=$66,119.03
County Fiscal Year: 2015
Grant Fiscal Year: 2015

Project Period: September 1, 2015 - September 30, 2017
Budget Period: September 1, 2015 - September 30, 2017

FISCAL YEAR: 2015 **ACCT. #:** 5-1223-412-00-080-007-0-118

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

BUDGETARY IMPACT:

Appropriation of funds from HB65 Fund Balance.

Attachments

JOB DESCRIPTION ADVOCATE
CONDITIONS MEMO/GRANTEE RESPONSIBILITIES
APPROPRIATION
JOB DESCRIPTION ADA
Fiscal Note
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 11:38 AM
Manuel Chapa	Veronica Ortiz	11/12/2015 12:46 PM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Ramiro Sendejo		Started On: 11/04/2015 10:49 AM
Final Approval Date: 11/13/2015		

Minerva Diaz

From: Ramiro Sendejo [ramiro.sendejo@da.co.hidalgo.tx.us]
Sent: Friday, November 13, 2015 11:50 AM
To: 'Minerva Diaz'
Cc: 'deborah fischer'
Subject: CERTIFICATION OF REVENUES-VICTIM ASSISTANCE PROGRAM (VAP) GRANT # 2924301
Attachments: Congratulatory Letter.pdf; SOGA 2924301.pdf

Good Afternoon Minerva,

Please process a Certification of Revenue in the amount total amount of $264,476.04 for the Victim Assistance Program (VAP) grant effective 09/01/2015 thru 09/30/2017. Attached is the Award Letter and Statement of Grant Award.

Agenda Item #AI-52115 will be presented to Commissioners Court requesting acceptance of these funds on November 24, 2015.

If you have any questions please let me know.

Thank You,

Ramiro Sendejo
Accountant
Administration Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner, 5th Floor
Edinburg, TX 78539
(956) 292-7604 ext. 8082
(956) 318-2078 FAX
ramiro.sendejo@da.co.hidalgo.tx.us

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

DATE: November 10, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 5-1281-412-00-080-XXX-6-XXX VAP

Contact Person: Ramiro Sendejo **Ph#** 292-7604 Ext. 8082

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
5-1281-412-00-080-017-5-113	CJD-VAP-Regular F/T Employees	$241,820.17
5-1281-412-00-080-017-5-211	CJD-VAP-Health Insurance	$34,665.00
5-1281-412-00-080-017-5-212	CJD-VAP-Life Insurance	$211.29
5-1281-412-00-080-017-5-220	CJD-VAP-FICA	$18,488.91
5-1281-412-00-080-017-5-230	CJD-VAP-Retirement	$25,691.14
5-1281-412-00-080-017-5-250	CJD-VAP-Unemployment Comp	$1,450.14
5-1281-412-00-080-017-5-260	CJD-VAP-Workers Comp	$166.26
5-1281-412-00-080-017-5-610	CJD-VAP-General Supplies	$8,102.16
5-1281-334-10-080-017-0-000	CJD-VAP-Revenues	$264,476.04
5-1281-391-01-000-100-5-000	Transfer In - General Fund (DO NOT POST)	$66,119.03
5-1100-491-01-000-281-5-891	Transfer Out - DA Grants (DO NOT POST)	$66,119.03
	TOTAL BUDGET INCREASE (DECREASE)	**$330,595.07**

REASON: To appropriate 2015-2017 Victim Assistance Program (VAP). Funding provided by Office of the Governor (OOG) from Setember 1, 2015 - September 30, 2017.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: November 12, 2015

2015
Appropriation
AI-52115

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for DA Investigation HB65

ACCOUNT NUMBER: 5-1223-412-00-080-007-0-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
5-1223-412-00-080-007-0- 118	DA Investigation HB65-	Auto Allowance	900.00
		TOTAL BUDGET INCREASE (DECREASE)	**900.00**

REASON: To appropriate funding for auto allowance for Assistant District Attorney II slot no. A141.
Monies to be taken from the unassigned fund balance for Fund 1223 (Acct # 5-1223-258-00-000-000-0-000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

1st Fiscal Year

Slot #	Object	Position Title	Annualized Budgeted Salary	Prorated Salary (Prorated 11/16/2015-12/31/2015)	Health Ins.	Life Ins.	FICA	Retire.	Unemp. Comp	Worker's Comp.	Total Fringe Benefits	Total Salaries & Fringe Benefits	Annualized Budgeted Salary + COLA	Prorated Salary (Prorated 1/1/2016-08/30/2016)	Health Ins.	Life Ins.	FICA	Retire.	Unemp. Comp	Worker's Comp.	Total Fringe Benefits	Total Salaries & Fringe Benefits
					5,928.00	37.56	7.65%	10.63%	10.63%	0.09%					6,168.00	37.56	7.65%	10.56%	10.56%	0.11%		
001	113	Advocate I	33,000.00	4,219.83	761.00	4.70	322.82	448.57	25.32	4.64	1,567.05	5,786.88	33,990.00	22,399.54	4,112.00	25.04	1,713.56	2,381.07	134.40	12.75	8,378.82	30,778.36
001	113	Advocate I	33,000.00	4,219.83	761.00	4.70	322.82	448.57	25.32	4.64	1,567.05	5,786.88	33,990.00	22,399.54	4,112.00	25.04	1,713.56	2,381.07	134.40	12.75	8,378.82	30,778.36
003	113	Asst. Dist. Atty I	58,100.00	7,429.46	761.00	4.70	568.35	789.75	44.58	8.17	2,176.55	9,606.01	59,843.00	39,666.05	4,112.00	25.04	3,034.45	4,216.50	238.00	22.45	11,648.44	51,314.49
		TOTALS	124,100.00	15,869.12	2,283.00	14.10	1,213.99	1,686.89	95.22	17.45	5,310.65	21,179.77	127,823.00	84,465.13	12,336.00	75.12	6,461.57	8,978.64	506.80	47.95	28,406.08	112,871.21

2nd Fiscal Year

Slot #	Object	Position Title	Annualized Budgeted Salary	Prorated Salary (Prorated 9/1/2016-12/31/2016)	Health Ins.	Life Ins.	FICA	Retire.	Unemp. Comp	Worker's Comp.	Total Fringe Benefits	Total Salaries & Fringe Benefits	Annualized Budgeted Salary + COLA	Prorated Salary (Prorated 1/1/2017-9/30/2017)	Health Ins.	Life Ins.	FICA	Retire.	Unemp. Comp	Worker's Comp.	Total Fringe Benefits	Total Salaries & Fringe Benefits
					6,168.00	37.56	7.65%	10.56%	10.56%	0.11%					6,168.00	37.56	7.65%	10.56%	10.56%	0.11%		
001	113	Advocate I	33,990.00	11,330.00	2,056.00	12.52	866.75	1,204.38	67.98	12.46	4,220.09	15,550.09	35,009.70	26,324.77	4,626.00	28.17	2,008.68	2,791.15	157.55	14.44	9,625.99	35,950.76
001	113	Advocate I	33,990.00	11,330.00	2,056.00	12.52	866.75	1,204.38	67.98	12.46	4,220.09	15,550.09	35,009.70	26,324.77	4,626.00	28.17	2,008.68	2,791.15	157.55	14.44	9,625.99	35,950.76
003	113	Asst. Dist. Atty I	59,843.00	19,947.67	2,056.00	12.52	1,526.00	2,120.44	119.69	21.64	5,856.29	25,803.96	61,638.29	46,228.71	4,626.00	28.17	3,536.49	4,914.11	277.37	25.42	13,407.56	59,636.27
		TOTALS	127,823.00	42,607.67	6,168.00	37.56	3,259.50	4,529.20	255.65	46.56	14,296.47	56,904.14	131,657.69	98,878.25	13,878.00	84.51	7,553.85	10,496.41	592.47	54.30	32,659.54	131,537.79

Total Salaries	241,820.17
Total Health Ins.	34,665.00
Total Life Ins.	211.29
Total FICA	18,488.91
Total Retire.	25,691.14
Total Unemp. Comp	1,450.14
Total Workers Comp	166.26
Grand Total	322,492.91

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, November 17, 2015** **Agenda Item:** **52115**

Summary of request/proposal:
CJD-VAP (1281)-
Approval of the following personnel action, effective 9/1/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	Advocate I	G001	113	0.00	33,000.00	33,000.00
1281	Advocate I	G002	113	0.00	63,100.00	63,100.00
1281	Assistant District Attorney II	G003	113	0.00	58,100.00	58,100.00
				0.00	154,200.00	154,200.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1281-412-00-080-017-5-	113	CJD-VAP-	REGULAR FULL TIME	$51,990.80
5-1281-412-00-080-017-5-	211	CJD-VAP-	HEALTH INSURANCE	$5,996.14
5-1281-412-00-080-017-5-	212	CJD-VAP-	LIFE INSURANCE	$37.99
5-1281-412-00-080-017-5-	220	CJD-VAP-	FICA	$3,977.30
5-1281-412-00-080-017-5-	230	CJD-VAP-	RETIREMENT	$5,526.62
5-1281-412-00-080-017-5-	250	CJD-VAP-	UNEMPLOYMENT COMP	$311.94
5-1281-412-00-080-017-5-	260	CJD-VAP-	WORKER'S COMP	$57.19
			2015 Budgetary Impact	$67,897.98

2016 Budgetary Impact: $201,991.32

Possible Funding Sources: **Local match funded by AI-51564 on CC 9/29/15**

Comments:

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, November 17, 2015** **Agenda Item:** **52115**

Summary of request/proposal:
DA INVESTIGATION HB65 (1223)-
Approval of the following personnel action, effective 9/1/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	ASSISTANT DISTRICT ATTORNEY II (auto allowance)	A141	118	0.00	900.00	900.00
				0.00	900.00	900.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1223-412-00-080-007-0-	118	DA INVESTIGATION HB65-	AUTO ALLOWANCE	$303.45
5-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65-	HEALTH INSURANCE	$1,998.71
5-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65-	LIFE INSURANCE	$12.66
5-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65-	FICA	$23.21
5-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65-	RETIREMENT	$32.26
5-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65-	UNEMPLOYMENT COMP	$1.82
5-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65-	WORKER'S COMP	$0.33
			2015 Budgetary Impact	$2,372.44

2016 Budgetary Impact: $7,275.84

Possible Funding Sources: **HB65 FUND BALANCE**

Comments:

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY
VICTIM ADVOCATE
JOB DESCRIPTION

Job Description: Coordinates support services and information to crime victims, and their families in compliance with the Texas Code of Criminal Procedure; Ensures that crime victims and/or their families are afforded the rights granted to victims by the Texas Code of Criminal Procedure. Prepares all needed information required for presentation of the victim's court case. Position requires a high level of confidentiality. Under the supervision of the Hidalgo County Criminal District Attorney's Office: Victims Unit Program Director.

Examples of Work Performed:

1. Prepares victims for interviews with prosecutors and provides court accompaniment
2. Conducts assessment of victim and family needs and makes appropriate referrals for on-site or off-site services to medical, mental health services, and community based victim services.
3. Assists victims in applying for Crime Victims Compensation (CVC) and follows up with the CVC claims and procedures.
4. Assists victims in registering for the VINE system (Victim Information Notification Every Day) in an effort to keep victim informed of the criminal justice process.
5. Provides crisis intervention and peer counseling as needed.
6. Assists and explains to victims the Court Order Restitution process
7. Notifies victims of court proceedings and case dispositions as needed to include Indictment Notification and Restitution Hearings.
8. Provides and explains Victims' Rights under Texas Code of Criminal Procedure Chapter 56.
9. Assists victims with submitting Victim Impact Statements
10. Refer victim for post sentence services with the Texas Department of Criminal Justice
11. Assists victims with referrals for legal services and legal remedies available
12. Assists attorneys with case staffing; ensures all cases are assigned as necessary
16. Duties may require travel to and from different locations inside and outside the county
.17. Performs related work as assigned

Experience and/or Education:

1. Bachelor's degree in psychology, social work, criminal justice or related field or
2. Five years experience in a social service agency, preferably dealing with victims of sexual assault, domestic violence, crimes against children, survivors of homicide victims, and other violent crimes.

3. Experience and ability to respond in a supportive way to people in crisis situations.
4. Knowledge of domestic violence, sexual assault, and child abuse dynamics
5. Working knowledge of Texas laws pertaining to domestic violence and sexual assault, Texas Code of Criminal Procedure Chapter 56 & 42, as well as the justice system's response to these crimes
6. Familiarity with the network of social and legal services, resources and procedures available in Hidalgo County area

Other Requirements:
1. adequate personal health, social maturity, and emotional stability to fulfill the functions of the position
2. Knowledge, Skills and Abilities
3. Ability to maintain full confidentiality about victims and their families
4. Must follow strict rules regarding the gathering, decimating, and storage sensitive crime victims" documents, reports, and other information
5. Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or government regulations
6. Ability to read, write and speak both English and Spanish
7. Ability to write generalized report
8. Excellent interviewing and counseling skills
9. Ability to plan and organize effectively
10. Ability to establish and maintain effective working relationships with other county employees and officials, representatives of victim/witness advocacy and assistance groups, court personnel, attorneys and the general public
11. Ability to effectively present information and respond to questions from groups, supervisors and the general public
12. Ability to maintain full confidentiality concerning victims and their families
13. Ability to respond with sensitivity and awareness to victims of crime
14. Experience preparing summary reports, chronologies, and analyses of medical records

Computer Skills
1. Must have some personal computer knowledge
2. Ability to learn new computer software
3. Must be familiar with MS Windows products
4. Must have experience with word processing and general knowledge of personal computers

Computer proficiency in Microsoft Word, Excel and Publisher and be familiar with other MS Windows products and related software

5. Comfortable using newer technologies such as governmental apps and databases

Certifications

1. Registration, Certification, and Licensure Applicant must have a current valid Texas operator's driver's license
2. Must be able to be insured by the County's insurance carrier

THIS IS A SECURITY SENSITIVE POSITION –

1. Position requires gathering, disseminating and storing sensitive crime victim's documents and offense reports .*BACKGROUND INVESTIGATION IS REQUIRED FOR THIS POSITION*

GOVERNOR GREG ABBOTT

Required Conditions for Criminal Justice Division Grant Recipients

Congratulations on your grant award from Governor Greg Abbott's Criminal Justice Division (CJD). In this document you will find requirements that apply to your grant, state and federal requirements for grantees, and conditions for uses of grant funds.

These requirements are in addition to those that can be found on the eGrants system, to which you agreed when applying for the grant. Other state and federal laws and federal conditions of funding may apply to your grant. In particular, please see the Office of Justice Programs Financial Guide; 2 CFR 200 (federal regulations governing grant requirements); Title 1, Part 1, Chapter 3 (Criminal Justice Division) of the Texas Administrative Code; the Texas Uniform Grant Management Standards (UGMS); and the CJD Guide to Grants.

It is important to review all of these policies to successfully manage your grant, maintain eligibility for funding, and avoid violating the terms of your grant, any of which could result in the revocation of your funding or other actions. Many of these requirements are also based in state or federal law.

Requirements for All Grant Recipients

CJD requires all grantees to follow the below requirements, which are from federal laws or regulations, state law, or CJD policy, or a combination of these. The requirements are mandatory for every recipient of every grant from CJD. For background or further information, see the documents, laws and regulations cited above and individual footnotes for the requirements below, or contact CJD.

General Requirements

These requirements are for all grantees with any type of project.

Financial reporting – Financial Status Reports must be submitted to CJD via eGrants. Reports may be submitted monthly but must be submitted at least quarterly. Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

- April 22 (January-March quarter)
- July 22 (April-June quarter)
- October 22 (July-September quarter)
- January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding. Payments will be

generated based on expenditures reported in the reports. Upon CJD approval of the report, CJD will issue a payment through direct deposit or electronic transfer.

Required notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Generated program income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless CJD grants prior approval that allows a supplement to project costs. Program income must be expended prior to seeking payments from CJD and must be accounted and used for the purposes of the grant activities as awarded.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report must be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report. Additionally, equipment and software developed with funds awarded by the US Department of Justice (USDOJ) must be compliant with USDOJ information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan. A list of additional standards can be found at the OJP Standards Clearinghouse.

Project effectiveness – Grantees should regularly collect data to evaluate the effectiveness of their projects. This evaluation includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals.

Project commencement time deadlines - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

- **Commencement within 60 days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.
- **Commencement within 90 days.** If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is

later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Project changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Supplanting funds – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated or allocated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. For additional information on supplanting, refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx.

Funding Eligibility Conditions

These conditions are required to be maintained in order to obtain and retain eligibility for grants administered by CJD.

Non-profit grant recipients: proof of status – CJD and U.S. Department of Justice policy is that a non-profit who receives a grant must be prepared to demonstrate its non-profit status through one of four methods:

1. Submission of proof of 501(c)(3)
2. Submission of a statement from the state taxing authority or state Secretary of State, or other similar official certifying that the organization is a non-profit operating within the state, and that no part of its net earnings may lawfully benefit any private shareholder or individual.
3. Submission of a certified copy of the applicant's certificate of incorporation or similar documents.
4. Submission of any item above, if that item applies to a state or national parent organization, together with a statement by the state or parent organization that the applicant is a local non-profit affiliate.

There are additional requirements for recipients of Juvenile Justice and Delinquency Prevention Act grant recipients. See the section on special requirements for that grant for more details. All non-profit sub recipients of formula funds provided under the Juvenile Justice and Delinquency Prevention Act must have a 501(c)(3) status recognized by the Internal Revenue Service.

Non-profit grant recipients: maintaining a fidelity bond – Each nonprofit corporation receiving funds from CJD must obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Public information requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Conflict of interest safeguards – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Grant-funded personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Contracting and procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When contractual or equipment procurement is anticipated to be in excess of $150,000, grantees must submit a Procurement Questionnaire to CJD (available at https://eGrants.gov.texas.gov/updates.aspx) for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal history reporting by counties and other governmental entities – Counties or other governmental entities required to maintain and report criminal history records the Texas Code of Criminal Procedure, Ch. 60, must maintain compliance with that statute in order to obtain or maintain eligibility for CDJ grant funds.

For-profit grant recipients: special conditions – It is CJD and OJP policy that for-profit organizations must agree not to make a profit as a result of an award and not to charge a management fee for the performance of an award. Also, commercial organizations must agree to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations.

Monitoring – Grantees must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The grantee must make every effort to address and resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office through a Corrective Action Plan.

Law enforcement programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

Overtime pay: Prior approval and conditions required - Overtime is allowable to the extent that it is included in the CJD approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). Additionally, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit

both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

Prohibited political acts of agencies and individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

Employment of a lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of alcoholic beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. Additionally, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

Intellectual property – DOJ and CJD reserve certain rights with respect to data, patentable inventions, works subject to copyright, and other intellectual property associated with an award of Federal funds. See 28 CFR 66.34, and 37 CFR Part 401.

Limited English proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Inherently religious activities – A grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. Grantees must also not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief in the delivery of services or

benefits funded by the grant. These requirements apply to all grantees, not just faith-based organizations.

Copyrights and licenses for data and other works – CJD [and the Office of Justice Programs (OJP), if the work is funded with a federal grant] reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state [or Federal] purposes:

(1) any work subject to copyright developed under an award or subaward; and

(2) any rights of copyright to which a recipient or sub recipient purchases ownership with state [or Federal support.

The recipient acknowledges that CJD [and OJP) have the right to

(1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and

(2) authorize others to receive, reproduce, publish or otherwise use such data for state [or federal) purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.22714 (Rights in Data- general).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award. The recipient has the responsibility to obtain from sub recipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed sub recipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the CJD program manager for the award and not proceed with the agreement in question without further authorization from CJD.

Records must be made available upon request – The grantee authorizes CJD – and, if grant funds are from federal sources, the relevant federal office – and its representatives access to and the right to examine all records, books, papers, or documents related to the grant.

Project-Specific Requirements

These requirements only apply to grantees using funds for specific activities or types of projects. Review the requirements below to see if they apply to your grant.

Research involving human subjects: required procedures – If the grantee uses grant funds to undertake research involving human subjects, the grantee may be subject to Department of Justice (DOJ) Office of Justice Programs (OJP) policies and requirements adopted by CJD related to human subjects found in 28 CFR Part 46. OJP has developed a decision tree to assist applicants in determining whether an activity they plan to undertake with grant funds constitutes research involving human subjects. DOJ and CJD regulations protect the human subjects of grant-funded research. In brief, 28 CFR Part 46 requires that most research involving human subjects that is conducted or supported by a Federal department or agency - and CJD by adoption – be reviewed and approved by an institutional Review Board (IRB), in accordance with the regulations, before funds are expended for that research. As a rule, persons who participate in grant-funded research must provide their "informed consent" and must be permitted to terminate their participation at any time. Funding recipients, before they will be allowed to spend OJP or

CJD funds on any research activity involving human subjects, must submit appropriate documentation to CJD showing compliance with 28 CFR Part 46 requirements. General Information regarding data confidentiality and Protection of Human Research Subjects (and Model Privacy Certificate and other forms) can be found at: http://ojp.gov/funding/forms.htm.

For grants of state funds over $500,000: audit requirements – If the grantee expends more than $500,000 in state funds in a fiscal year, the grantee may be subject to the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at: http://www.window.state.tx.us/procurement/catrad/ugms.pdf. UGMS is likely to be updated in 2015, and the threshold expenditure levels that trigger Single Audit requirements may increase. In order to ensure compliance, take care to note both the effective dates and expenditure levels. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with the State Single Audit Circular issued under UGMS within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Use of funds on conferences: guidance and restrictions – CJD does not allow grant funds to be used on non-emergency food, meals, beverages or other refreshments, such as those that might be provided at conferences. If the grantee uses grant funds for other expenses related to conferences, the grantee 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 (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events), including and costs of attendance at such events. More detailed policies and guidance can be found in the DOJ Office of Justice Programs 2015 Financial Guide, available at http://ojp.gov/financialguide/DOJ/. Note that CJD policies are more restrictive that federal guidance, and apply to all grant funds administered by CJD.

For any websites produced with grant funds – If the grantee uses grant funds to produce, in whole or in part, any website, the following statement must be placed on the home page, on all major entry pages (i.e. pages (exclusive of documents) whose primary purpose is to navigate the user to interior consent), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

> **For websites produced with state (and no federal) grant funds** - "This web site is funded [insert "in part", if applicable] through a grant from the Criminal Justice Division of the Texas Office of the Governor. Neither the Office of the Governor nor any of its components operate, control, are responsible for, or necessarily endorse, this web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."
>
> **For websites produced with federal grant funds** - "This web site is funded [insert "in part", if applicable] through a grant from the Criminal Justice Division of the Texas Office of the Governor and the [insert name of Office of Justice Programs component, e.g. Office of Juvenile Justice and Delinquency Prevention), Office of Justice Programs, U.S. Department of Justice. Neither the Office of the Governor, the U.S. Department of Justice, nor any of their components operate, control, are responsible for, or necessarily endorse, this web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of funding and disclaimer," to the full text of the statement. The publication must not convey CJD or DOJ's official recognition or endorsement of the recipient's project simply based on having received funding.

Requirements for All Recipients of Federal Grants

CJD requires all grantees receiving federal grants to follow the below requirements in addition to those for recipients of all grants administered by CJD, as well as any requirements in state law and rules and federal laws and regulations. The requirements are mandatory for every recipient of federal JJDP administered by CJD. For background or further information, see the documents, laws and regulations cited at the beginning of this document and individual footnotes for the requirements below, or contact CJD or DOJ.

General Requirements for Federal Grants

These requirements are for all grantees receiving a federal grant with any type of project.

Equal Employment Opportunity Plans (for ALL recipients of federal grants - EVEN IF CLAIMING AN EXEMPTION) – All recipients of federal grants must either 1) develop and file an Equal Employment Opportunity Plan (EEOP) with the Department of Justice; OR 2) file a certification of exemption from EEOP requirements, if eligible. The Department of Justice has released a new EEOP Certification Form. Every recipient of a federal grant must now complete an EEOP Certification Form, even those that are exempt from filing an Equal Employment Opportunity Plan (EEOP).

If a grantee is required to submit an EEOP, that grantee must also file a Certification Form declaring that submission. The grantee must keep a copy of both the EEOP and the Certification Form on-file and available at any time upon request from CJD.

If a grantee is claiming an exemption from filing an EEOP, that grantee must complete the federal Certification Form for that exemption in order to be eligible for federal funds. Grantees must keep a copy of the Certification Form on-file and available at any time upon request from CJD.

EEOP guidance and the Certification Form for both filers and those claiming an exemption is available at: http://ojp.gov/about/ocr/eeop.htm

For grants of federal funds occurring in grantee fiscal years beginning before December 26, 2014 – Grantees expending more than $500,000 in federal funds in a fiscal year part of a grant whose effective date falls within a grantee's fiscal year that begins before December 26, 2016 are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

For grants of federal funds occurring in grantee fiscal years beginning on or after December 26, 2014 – Grantees expending more than $750,000 in federal funds in a fiscal year as part of a grant whose effective date falls within a grantee's fiscal year that begins on or after December 26, 2016 are subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

E-Verify participation – If applicable, the grantee will comply with Executive Order RP-80 regarding the U.S. Department of Homeland Security's E-Verify system.

Funding Eligibility Conditions for Federal Grants

These conditions are required to be maintained in order to obtain and retain eligibility for federal grants administered by CJD.

Restrictions on political activity – Unless specifically authorized to do so by federal law, grant recipients or their sub-grantees or contractors are prohibited from using federal grant funds for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, or contributing to political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

State and local government employees of grantees whose salaries are funded by funds from federal grants must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of employees who work in connection with federally funded programs. Covered employees may not: 1) use their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office; or 2) directly or indirectly coerce, attempt to coerce, command, or advise a State or local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.

State and local government employees of grantees whose salaries are funded entirely, directly or indirectly, by federal funds may not be candidates for public office in a partisan election.

Cash compensation conditions - With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal governments Senior Executive Services (SES) at any agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of CJD and its federal funding agency.

Evidence-based programs or practices – OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates;
- Integrating evidence into program, practice, and policy decisions within OJP and the field; and
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by casual evidence, generally obtaining through one or more outcome evaluations. Causal intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. OJP's CrimeSolutions.gov website is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

ACORN - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

Texting & driving – Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. S1225 (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 the distracted drivers.

Computer networks - 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, prosecutions, or adjudication activities.

OJP Training Guiding Principles - 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 Sub grantees, available at: http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

Religious discrimination - 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.

Consultant rate – Approval of this award does not indicate approval of any consultant rate in excess of $650 per day or $81.25 per hour. A detailed justification must be submitted to and approved by CJD prior to obligation or expenditures of such funds. Although prior approval is not required for consultant rates below these specified amounts, grantees are required to maintain documentation to support all daily or hourly rates.

Applicability of Part 200 Uniform Requirements - The Uniform Administrative Requirements. Cost Principles, and Audit Requirements in 2 C.FR. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.FR. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Pan 200 Uniform

Requirements, which were first adopted by DO) on December 26, 2014, supersede, among other things, the provisions of 28 CRR. Parts 66 and 70, as well as those of 2 C.F.R. Pans 21S, 220, 22S, and 230.

If this 201S award supplements funds previously awarded by OJP under the same award number, the Pan 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 201S 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.

Use of the "de minimis" indirect cost rate - 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 CJD in writing before any such funds are obligated 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).

Project-Specific Requirements for Federal Grants

These requirements only apply to grantees using federal grant funds for specific activities or types of projects. Review the requirements below to see if they apply to your grant.

Intelligence database training - Any grant-funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period that the person has responsibility for entering data into or retrieving data from an intelligence database.

DOJ Information Technology Interface Standards - As appropriate, all equipment and software developed under awards that result from this solicitation must be compliant with DOJ Information Technology Interface Standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan. A list of additional standards can be found at the OJP Standards Clearinghouse.

Additional Requirements for Justice Assistance Grants (JAG)

CJD requires all grantees receiving federal Justice Assistance Grants (JAG) to follow the below requirements in addition to those for recipients of all grants administered by CJD and the requirements for all federal grants, as well as any requirements in state law and rules and federal laws and regulations. The requirements are mandatory for every recipient of federal JAG funds administered by CJD. For background or further information, see the documents, laws and regulations cited at the beginning of this document and individual footnotes for the requirements below, or contact CJD or DOJ.

Project-Specific Requirements for Federal JAG Funds

These requirements only apply to grantees using federal JAG funds for specific activities or types of projects. Review the requirements below to see if they apply to your grant.

Body armor purchases: mandatory wear policy – If a grantee uses JAG grant funds to purchase ballistic-resistant or stab-resistant body armor, the grantee must have a written "mandatory wear" policy in effect and submit a signed certification to that effect to CJD. 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.

Body armor purchases: matching fund restrictions – If a grantee uses JAG funds to purchase ballistic-resistant or stab-resistant body armor, the grantee may not use those funds as part of the 50% match requirement for purposes of the Bulletproof Vest Partnership (BVP) program.

Body armor purchases: acceptable models - If a grantee uses JAG funds to purchase ballistic-resistant or stab-resistant body armor, the body armor 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 (NIJ) Ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). Additionally, 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.htmm.

Purchase of unmanned aircraft: restrictions - No JAG funds may be expended on the purchase of unmanned aircraft, unmanned aircraft systems or unmanned aerial vehicles (UA/UAS/UAV), unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Any state or local jurisdiction receiving BJA approval to utilize JAG funds for this type of purchase must certify to DOJ that it received Federal Aviation Administration (FAA) approval to operate a UA/UAS/UAV and that it is legal to operate a UA/UAS/UAV in the proposed jurisdiction or geographic area. The recipient must submit a statement on the goals and objectives for the use of a UA/UAS/UAV, the anticipated specific uses, and policy regarding privacy considerations. BJA may require additional reporting requirements that will be stipulated post award.

Law enforcement information-sharing system projects: employing existing networks – If a grantee uses JAG funds for law enforcement information-sharing systems that 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 CJD and its federal funding agency that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system. The purpose of this requirement is to avoid duplicating similar, exiting networks or IT systems in other initiatives funded by federal grants.

Funding for Task Forces: online training required – If a grantee uses JAG funds to fund any member of a law enforcement task force, the grantee agrees that within 120 days of award acceptance, each current member of the 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 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.

Technology projects: State Information Technology Point of Contact – If a grantee uses JAG funds on a technology project, the grantee must notify the State Information Technology Point of Contact of any information technology projects funded by this grant. This notification is to facilitate communication among local and state governmental entities regarding victim information technology projects being conducted with these grant funds. To reach the Texas Point of Contact at the Department of Public Safety, call 512-424-2524.

Additional Requirements for Juvenile Justice and Delinquency Prevention (JJDP) Grants

CJD requires all grantees receiving federal Juvenile Justice and Delinquency Prevention (JJDP) grants to follow the below requirements in addition to those for recipients of all grants administered by CJD and the requirements for all federal grants, as well as any requirements in state law and rules and federal laws and regulations. The requirements are mandatory for every recipient of federal JJDP grant funds administered by CJD. For background or further information, see the documents, laws and regulations cited at the beginning of this document and individual footnotes for the requirements below, or contact CJD or DOJ.

General Requirements for Federal JJDP Grants

These requirements are for all grantees receiving a federal JJDP grant with any type of project.

General compliance with US DOJ regulations - The recipient agrees to comply with all Formula Grant Program requirements as outlined in the Juvenile Justice and Delinquency Prevention Act of 2002, the applicable guidelines, the certified assurances; and the most recent OJJDP Formula Grants Consolidated Regulation (28 CFR Part 31), to the extent that those regulations are not in conflict with those listed here or on eGrants.

Funding Eligibility Conditions for Federal JJDP Grants

These conditions are required to be maintained in order to obtain and retain eligibility for federal JJDP grants administered by CJD.

Non-profit grant recipients: proof of status –U.S. Department of Justice policy states that a non-profit that receives a grant must be prepared to demonstrate its non-profit status through submission of proof of 501(c)(3) status recognized by the Internal Revenue Service.

Additional Requirements for Violence Against Women Act (VAWA) Grants

CJD requires all grantees receiving federal Violence Against Women Act (VAWA) grants to follow the below requirements in addition to those for recipients of all grants administered by CJD and the requirements for all federal grants, as well as any requirements in state law and rules and federal laws and regulations. The requirements are mandatory for every recipient of federal VAWA grant funds administered by CJD. For background or further information, see the documents, laws and regulations cited at the beginning of this document and individual footnotes for the requirements below, or contact CJD or DOJ.

Funding Eligibility Conditions for Federal VAWA Grants

These conditions are required to be maintained in order to obtain and retain eligibility for federal VAWA grants administered by CJD.

Legal assistance eligibility – The grantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population, or (B) (i) is partnered with an entity or person that has demonstrated expertise and described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) and has been or will be developed with input from and in collaboration with a State, Local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

Project-Specific Requirements for Federal VAWA Grants

These requirements only apply to grantees using federal VAWA grant funds for specific activities or types of projects. Review the requirements below to see if they apply to your grant.

Restricted uses of grant funds - The grantee agrees that grant funds will not be used to support the purchase of standard issued law enforcement items, such as uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not integral part of a court-mandated batterer intervention program.

Additional Requirements for Victims of Crime Act (VOCA) Grants

CJD requires all grantees receiving federal Victims of Crime Act (VOCA) grants to follow the below requirements in addition to those for recipients of all grants administered by CJD and the requirements for all federal grants, as well as any requirements in state law and rules and federal laws and regulations. The requirements are mandatory for every recipient of federal VOCA grant funds administered by CJD. For background or further information, see the documents, laws and regulations cited at the beginning of this document and individual footnotes for the requirements below, or contact CJD or DOJ.

General Requirements for Federal VOCA Grants

These requirements are for all grantees receiving a federal VOCA grant with any type of project.

Reporting requirements – CJD anticipates substantial changes in performance measure reporting requirements to be issued by the Department of Justice at some point in FY 2016. These changes will apply to grants already in-progress in FY 2016, and may include changes not only in the content of reports, but also in the method of collection. CJD will work with grantees to make the transition as smooth as possible, but by accepting VOCA grant funds, the recipient agrees to whatever changes in reporting requirements CJD issues during FY 2016.

Intake process – The grantee will create and implement a system that will identify, at intake, which clients are eligible for VOCA grant-funded services. Eligible clients are limited to the qualifying victim population as defined in the VOCA grant process.

Judicial notification - A state or unit of local government shall not be entitled to funds under this grant unless it:

- Certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 922(g)(8) and (g)(9) of title 18, United States Code, and any applicable related federal, state, or local laws; or
- Gives the Attorney General assurances that its judicial administrative policies and practices will be in compliance with the requirements of subparagraph (A) within the later of—
  1. The period ending on the date on which the next session of the State legislature ends; or
  2. January 5, 2008.

Recipient demographic information – The grantee must collect and maintain information on race, sex, national origin, age, and disabilities of recipients, where such information is voluntarily furnished by those receiving assistance.

For non-profits, required posting of financial documents – A grantee that is a non-profit organization but is not a 501(c)(3) organization finally certified by the Internal Revenue Service must make its financial statements available online.

Funding Eligibility Conditions for Federal VOCA Grants

These conditions are required to be maintained in order to obtain and retain eligibility for federal VOCA grants administered by CJD.

Federal VOCA program guidelines – Grantees must comply with applicable provisions of the VOCA Final Program Guidelines VOCA, FY 1997 Victim Assistance Program.

National Historic Preservation Act (NHPA) – VOCA grant funds administered by CJD are generally ineligible to be used in the renovation of buildings unless specifically authorized in the grant award.

Qualifying populations – The grantee will adhere to VOCA Victim's Assistance Grant Program guidelines, which require that VOCA funds are used to serve the (specific) qualifying population, which is defined as victims of an offense that violates a federal or state criminal statute or regulation or the victims of crimes that occur in a geographic area which is under federal legal jurisdiction.

Reporting mis-use of grant funds - The recipient and any subrecipients must promptly refer to CJD any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submilted 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.

Certification of non-profit status – By accepting funds under this award, any non-profit grantee certifies and affirmatively asserts that it is a non-profit organization and that it keeps on file, and is available upon audit, either:

1. a copy of the recipient's 501(c)(3) designation letter;
2. a letter from the State of Texas stating that the recipient is a non-profit organization operating within Texas; or
3. a copy of the grantee's Texas certificate of incorporation that substantiates its non-profit status.

Grantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3), and a statement by the state or national parent organization that the recipient is a local non-profit affiliate.

Restrictions and certifications regarding non-disclosure agreements and related matters - No recipient or subrecipient under this award, or entity that receives a contractor 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 state or federal department or agency authorized to receive such information.

The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates 10 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 CJD, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.
2. If the recipient does or is authorized to make subawards or contracts under this award:
    a. it represents that:
        i. it has determined that no other entity that the recipient's application proposes mayor 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
        ii. 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 CJD, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by CJD.

Compliance with Victims of Crime Act - The recipient assures that it and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and

(2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the recipient certifies:

a) that it is an eligible victim assistance organization, 42 U.S.C. 10603(a)(2); and
b) that funds under this award will not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 U.S.C. 10603(a)(2).

Project-Specific Requirements for Federal VOCA Grants

These requirements only apply to grantees using federal VOCA grant funds for specific activities or types of projects. Review the requirements below to see if they apply to your grant.

Specific legal services – Victims of an offense that violates a federal or state criminal statute may be eligible for grant funded legal services. All legal assistance will work specifically in the interest of assisting the victim with issues arising from the (original or specific) offense that created the victim status.

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ASSISTANT DISTRICT ATTORNEY II

GENERAL DESCRIPTION

Employee performs legal work. Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the frequent supervision of higher level attorneys in an effort to build the knowledge, skills, and expertise necessary.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

Counsels and advises clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation

Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in legal setting with prior experience in the relevant areas of law

Juris Doctorate (JD) degree

Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Must be computer literate

Knowledge of all applicable laws and procedures

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-52235 **County Treasurer** **9. A.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Norma Garcia, TREASURER'S OFFICE

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

1. Discussion, consideration and approval of Hidalgo County Investment Policy in accordance with Chapter 2256.005(e) of the Texas Local Government Code.
2. Discussion, consideration and approval of Multi-Bank Securities, Inc. Resolution.
3. Discussion, consideration and approval of the Authorized Broker/Dealers List in accordance with Chapter 2256.025 of the Texas Local Government Code.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to County; the Investment Policy requires to be approved by CC on an annual basis in accordance with statute.

Attachments

HC Investment Policy
MBS Resolution
HC Broker/Dealers
HC Investment Policy Order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 11:55 AM
Ivan Cantu	Ivan Cantu	11/12/2015 01:23 PM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM

Form Started By: Fred Zamarripa Started On: 11/10/2015 04:40 PM

Final Approval Date: 11/13/2015

HIDALGO COUNTY INVESTMENT POLICY

Norma G. Garcia CCT, CIO

Hidalgo County Treasurer
2810 S. Bus. Hwy. 281
Edinburg, Texas 78539
956-318-2506

TABLE OF CONTENTS

		Page
I.	OBJECTIVES	3
II.	STANDARD OF CARE	3
III.	INVESTMENT STRATEGY	3
	GENERAL OPERATING	3
	DEBT SERVICE	4
	CAPITAL PROJECTS	4
	SPECIAL AND TRUST	4
	PROPRIEATRY	4
	GENERAL STRATEGY	4
IV.	DEPOSIT OF FUNDS	5
V.	INVESTMENT OFFICER	5
VI.	INVESTMENT AUTHORIZATION	6
VII.	AUTHORIZED INVESTMENTS	
	OBLIGATIONS OF THE UNITED STATES	6
	OBLIGATIONS OF THE STATE OF TEXAS	6
	COLLATERALIZED MORTGAGE OBLIGATIONS	6
	OTHER OBLIGATIONS	7
	CERTIFICATE OF DEPOSITS	7
	REPURCHASED AGREEMENTS	7
	REVERSE REPURCHASE AGREEMENTS	8
	BANKERS' ACCEPTANCE	8
	COMMERCIAL PAPER	8
	MUTUAL FUNDS	8
	INVESTMENTS POOLS	9
VIII.	INVESTMENT IMPLEMENTATION	11
IX.	INVESTMENT INSTITUTIONS	12
X.	METHODS OF INVESTMENT	
	INTERNAL	13
	EXTERNAL	14
XI.	AUTHORIZED COLLATERAL AND PROCEDURES	14
XII.	LEVEL OF COLLATERAL	15
XIII.	POSSESSION OF COLLATERAL	15
XIV.	INVESTMENT REPORT	16
XV.	CONTINUING EDUCATION	16
XVI.	FINANCIAL REVIEW COMMITTEE	17
XVII.	REVIEW OF POLICY	17

HIDALGO COUNTY INVESTMENT POLICY

I. OBJECTIVES

The Objectives of the Hidalgo County Investment Policy (hereinafter referred to as the "Policy") shall be:

- To set forth the methods, means, and goals of financial investment and debt management operation for Hidalgo County;
- To insure the financial security and optimum liquidity of Hidalgo County funds in a prudent manner at all times;
- To assist Hidalgo County in achieving reasonable market investment of Hidalgo County funds in a prudent manner at all times; and
- To assist Hidalgo County in achieving the maximum interest yield on Hidalgo County funds at all times through methods allowed under federal and state law.

II. STANDARD OF CARE

Hidalgo County investments shall be made with judgment and care under circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived and optimum liquidity required for operations in Hidalgo County. Safety shall be the first priority, adequate liquidity the second, and yield the third priority. Individual investments shall be made in a manner consistent with this Policy.

III. INVESTMENT STRATEGY

Hidalgo County maintains a commingled portfolio, which encompasses five specific fund groups with unique needs and considerations designed to address the unique characteristics of the fund groups represented in the portfolios. Each strategy contains the following elements as required in Chapter 2256, Government Code, also known as the Public Funds Investment Act. These elements are: safety of principal, liquidity, types of investment instruments, and marketability.

General Operating Funds

Hidalgo County's investment strategy for General Operating Funds shall be made to ensure that anticipated cash flows are matched with adequate investment liquidity for safety of the funds with attainment of market yield. To insure these objectives, investments will be made in short-term, high quality, highly marketable securities.

Debt Service Funds
Hidalgo County shall utilize an investment policy for Debt Service Funds to generate a dependable revenue stream for the appropriate debt service funds consistent with the Hidalgo County Investment Policy and state law. The primary objective for the investment of Debt Service Funds is to maintain an adequate liquidity to cover the debt service obligation of Hidalgo County on required payment dates. Investments shall not have a stated final maturity date which will exceed the appropriate debt service payment date until that next debt service date is fully funded. Liquidity shall be provided for with short-term, high quality, highly marketable securities. The yield of the portfolio will attempt to match the bond yield and not recognize negative arbitrage.

Capital Projects Funds
Hidalgo County's investment strategy shall be to ensure availability of timely financial resources for the acquisition or construction of major capital facilities. To ensure these funds are available in timely basis, investments will be made with short-term, high quality, highly marketable securities.

Special and Trust Funds
Hidalgo County shall invest Special and Trust Funds in accordance with state law and the Hidalgo County Investment Policy to the maximum ability that such investments may benefit Hidalgo County directly, or utilize said funds in a method that such funds may benefit Hidalgo County indirectly. Yield with safety will be attained through high quality investments, which maintain liquidity in the market.

Proprietary Funds
Hidalgo County's investment strategy for Proprietary Funds shall be made to ensure that anticipated cash flow needs are matched with adequate investment liquidity for safety of the funds with attainment of market yield. To ensure these objectives, investments will be made in short-term, high quality, highly marketable securities.

General Strategy for All Funds
Hidalgo County's investment portfolio shall consist of a variety of securities, which may include any or all of the authorized investments listed in Section VII of this Policy.

It shall be the general practice of Hidalgo County to utilize an investment strategy based on Section II of this Policy - which defines yield objectives - as well as Chapter 2256 of the Government Code. Hidalgo County, acting through its County Treasurer, shall participate in a daily review of its investment position. Investments shall be made after an evaluation of liquidity needs and market rates. If funds are not placed through contracted brokers and/or banks to obtain the highest and best overall portfolio match, then funds shall be invested directly with the depository bank and all related collateral and confirmations shall be confirmed and received within the required time frames pursuant to the County's bank depository contract. If funds are used to purchase any investment other than investment pool funds and mutual funds, settlement will be made on a delivery versus payment basis and the securities placed in safekeeping in the depository bank. Hidalgo County shall in general be conservative in its investment programs consistent with Section VIII. Implementation of this Policy is administered by a qualified, capable investment staff in the County Treasurer's office. The market value of the collateral for all bank time deposit investments shall be no less than

105% of the face/par value of the deposit increased by the amount of any accrued interest.

It is Hidalgo County's intent to hold purchased securities to the stated maturity date and to have invested in such a manner to insure both the safety and liquidity of such transaction. In the event, however, the need arises to sell securities before the stated maturity date, said securities shall be analyzed to determine the appropriate time to liquidate and minimize any potential real or book value loss to Hidalgo County. Hidalgo County is not required to liquidate investments that were authorized investments at the time of purchase, Section 2256.017, Government Code.

The Hidalgo County investment portfolio shall not exceed an average weighted maturity life of one year for the entire investment portfolio and not more than 20% of the portfolio may exceed two years in maturity.

IV. DEPOSIT OF FUNDS

All funds received by officials of Hidalgo County shall be officially deposited with the County Treasurer upon receipt or the next day after receipt and in accordance with prescribed policy and procedure; however, without exception, all funds shall be deposited within three (3) days from the date of collection by said officer, in accordance with state law.

V. INVESTMENT OFFICER

As chief custodian of Hidalgo County funds, the County Treasurer shall be the investment officer for Hidalgo County funds. Unless otherwise authorized by law or order of the Commissioners Court, a person other than the investment officer of Hidalgo County or his/her designated representative, may not deposit, withdraw, invest, transfer or manage in any other manner funds of Hidalgo County. In the administration of the duties of an investment officer, the County Treasurer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of person's own affairs.

Should at any time the County Treasurer (i) have a personal business relationship with a business organization offering to engage in an investment transaction with Hidalgo County, as defined in the Section 2256.005, Government Code, or (ii) be related with the second degree by affinity or consanguinity, as determined under Chapter 573, of the Government Code, to an individual seeking to sell an investment to Hidalgo County, the County Treasurer shall file a statement with the Commissioners Court and the Texas Ethics Commission disclosing that personal business interest or relationship.

It is understood at all times that the control and general fiduciary responsibility of Hidalgo County funds is vested in the Commissioners Court of Hidalgo County and said right of investment or management is extended by the Commissioners Court to the County Treasurer in its behalf. In accordance with Section 113.005, Government Code, the County Investment Officer is not responsible for any loss of the County funds through the failure or negligence of a depository. This

section does not release the Investment Officer from responsibility for a loss resulting from the official misconduct or negligence of the Investment Officer, including a misappropriation of the funds, or from responsibility for funds until a depository is selected and the funds are deposited.

VI. INVESTMENT AUTHORIZATION

In order to allow the maximum flexibility for the investment of Hidalgo County funds, the Hidalgo County Commissioners Court extends the County Treasurer full authority for the investment of Hidalgo County funds per court order approved annually.

The County Treasurer is hereby authorized to utilize internal and external electronic means for investment transactions and to release same as required.

VII. AUTHORIZED INVESTMENTS

In accordance with the authorizing federal and state laws, Hidalgo County's depository banking services contract, and appropriate approved collateral provisions, Hidalgo County may utilize the following methods for the investment of Hidalgo County funds, as allowed in Chapter 2256 of the Government Code:

1. Obligations of the United States or its agencies and instrumentalities with a 2 year maximum maturity.

2. Obligations of the State of Texas or its agencies and instrumentalities with a 2 year maximum maturity.

3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States.

   In accordance with the provisions of Section 2256.009(b) of the Government Code, the following (a thru d) are **NOT** authorized investments under this section:

   a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

   b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

   c. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.

d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

4. Other obligations, the principal of and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities with a 2 year maximum maturity, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent with a 2 year maximum maturity.

6. Certificates of deposit issued by a state or national bank, doing business in the State of Texas and insured by the Federal Deposit Insurance Corporation, or its successor; or secured by obligations described in Section 2256.009(a), Government Code, including mortgage-backed securities directly issued by federal agency or instrumentality, that have a market value of not less than the principal amount of the certificate but excluding those mortgage-backed securities of the nature described by Section 2256.009(b) Government Code; or secured in any other manner and amount provided by law for deposits of the investing entity with a 1 year maximum maturity. In addition, an investment in certificate of deposit made in accordance with the following conditions is an authorized investment: (1) the funds are invested by an investing entity through a broker that has its main office or a branch office in the State of Texas and is selected from a list adopted by the investing entity as required by Section 2256.025, Government Code; or a depository institution that has its main office or a branch office in the State of Texas and that is selected by the investing entity; (2) the broker or the depository institution selected by the investing entity arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity; (3) the full amount of the principal and accrued interest of each of the certificate of deposit is insured by the United States or an instrumentality of the United States; and (4) the investing entity appoints the depository institution selected by the investing entity, an entity described in Section 2257.041(d), Government Code, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

7. Fully collateralized repurchase agreement authorized under Section 2256.011, Government Code, if the repurchase agreement has a six month maximum maturity unless using a flex repurchase for bond proceeds in which case the maximum maturity should equal the maturity of the bond expenditure plan. Repurchase agreements must have a defined termination date, be secured by a combination of

cash and obligations described by Section 2256.009(a)(1), Government Code; and must require the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and must be placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 2256.009(a)(1), Government Code, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The terms include a direct security repurchase agreement and reverse security repurchase agreement.

8. Repurchase agreements, as stated above, include reverse repurchase agreements. A reverse repurchase agreement's maturity may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

9. A bankers' acceptance is an authorized instrument under Subchapter 2256.012, Government Code, (1) which has a stated maturity of 180 days or fewer from the date of its issuance; (2) will be, in accordance with its terms liquidated in full at maturity; (3) is eligible for collateral for borrowing from a Federal Reserve Bank; and (4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating of at least one nationally recognized credit rating agency. Such transactions shall not exceed 10% of the total Hidalgo County Investment Portfolio, and all such endorsing banks shall come only from a list of entities who are constantly monitored as to financial solvency.

10. Commercial paper is an authorized investment if the commercial paper (1) has a stated maturity of 270 days or fewer from the date of its issuance; and (2) is rated not less than A-1 or P-1 or an equivalent rating by at least: (a) two nationally recognized credit rating agencies; or (b) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

11. No-load AAA rated money market mutual funds registered with and regulated by the Securities and Exchange Commission which have a dollar-weighted average stated maturity of 90 days or fewer, include in their investment objectives the maintenance of a stable net asset value of $1 for each share and provide Hidalgo County with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C., Section 78a, et. seq.) or the Investment Company Act of 1940 (15 U.S.C., Section 80a-1, et seq.) Hidalgo County is not authorized to invest in the aggregate more than 80% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in money market mutual funds as set forth collectively; invest in the aggregate more than 15% of its monthly average fund

balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds as hereinabove described; invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds herein described above; or invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund as herein set out above in an amount that exceeds 10% of the total assets of the mutual fund.

12. Hidalgo County may invest its funds and funds under its control through an eligible constant dollar investment pool if the Commissioners' Court by official court order authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by state statutes. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this subchapter and the investment policies and objectives adopted by the investment pool.

When selecting an investment pool, the County Treasurer shall consider the following criteria:

a. The types of investments in which money is allowed to be invested;

b. The maximum average dollar-weighted maturity allowed, based on the stated maturity allowed, based on the stated maturity date, of the pool;

c. The maximum stated maturity dated any investment security within the portfolio has;

d. The objectives of the pool;

e. The size of the pool;

f. The names of the members of the advisory board of the pool and the dates their terms expire;

g. The custodian bank that will safe keep the pool's assets;

h. Whether the intent of the pool is to maintain a net asset value of $1 and the risk of market price fluctuation;

i. Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;

j. The name and address of the independent auditor of the pool;

k. The requirements to be satisfied for an entity to deposit funds in and

withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;

l. The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To be eligible to receive funds from and investments on behalf of Hidalgo County, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

To maintain eligibility to receive funds from and invest funds on behalf of Hidalgo County, an investment pool must furnish to the investment officer the following:

a. Investment transaction confirmations; and

b. A monthly report that contains, at a minimum, the following information:

1) The types and percentage breakdown of securities in which the pool has invested;

2) The current average dollar-weighted maturity, based on the stated maturity date, of the pool;

3) The current percentage of the pool's portfolio in investments that have stated maturities more than one year;

4) The book value verses the market value of the tool's portfolio, using amortized cost valuation;

5) The size of the pool;

6) The number of participants in the pool;

7) The custodian bank that is safekeeping the assets of the pool;

8) A listing of daily transaction activity of the entity participating in the pool;

9) The yield and expense ratio of the pool including a statement regarding how yield is calculated;

10) The portfolio managers of the pool;

11) Any changes or addenda to the offering circular.

Hidalgo County by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

To be eligible to receive funds from and invest funds on behalf of Hidalgo County, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilized at a $1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between .0995 and 1.005.

In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool created to function as a money market mutual fund shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market mutual funds.

If the investment pool operates an Internet website, the information in a disclosure instrument or report described in subsection 2256.016(b), (c)(2), and (f), Government Code, must be posted on the website.

To maintain eligibility to receive funds from and invest funds on behalf of an entity under Chapter 2256, of the Government Code, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.

If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

To be eligible to receive funds from and invest funds on behalf of Hidalgo County, a public investment pool must have an advisory board composed:

a. equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool crated under Chapter 791, Government Code and managed by a state agency; or

b. of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

VIII. INVESTMENT IMPLEMENTATION

The County Treasurer may solicit offers for investment of funds from contracted financial brokers and/or banks orally, in writing, electronically, or by any combination of these methods. Hidalgo County funds will generally be placed for investment periods of 1 to 365 days. Funds placed for investment for longer than 365 days shall be upon consultation between the County Treasurer and County Judge or a representative of the Commissioners' Court. Hidalgo County Funds will be invested in time deposits within any bank with which an agreement has been executed, in securities purchased from contracted broker/dealers, or from time to time in pools or money funds as authorized in this Policy. The Treasurer will utilize controlled disbursement, cash flow analysis and portfolio analysis or similar cash management techniques in the County Treasurer's Office to maximize interest yield on Hidalgo County funds, with funds becoming available as needed to meet the financial needs of Hidalgo County. All investment transactions will be made on the basis of competitive bids and all securities will be cleared on a delivery versus payment basis.

County and District Clerk Trust Funds, and Adult Probation Funds shall be retained in time or interest bearing demand deposits at the Depository Bank or in separate investment pool accounts for the life of the depository contract, unless otherwise ordered by official court order, as earnings credits and compensating balances for Hidalgo County.

At maturity, investments or time deposits shall be returned to their designated Hidalgo County fund, unless otherwise instructed by official court order or as required for immediate re-investment.

The County Treasurer will monitor rating changes in investments purchased. In the event that the minimum rating of an investment does not qualify it as an authorized investment during the period of that investment, the County Treasurer will take all prudent measures to liquidate said investment.

IX. INVESTMENT INSTITUTIONS

The County Treasurer is authorized to utilize the following institutions or groups to facilitate the investment of Hidalgo County funds, consistent with federal and state law and Hidalgo County's banking services depository contract:

1. Authorized depositories.

2. SEC and state or NASD registered broker/dealers.

3. Public Funds Investment Pools based in the State of Texas.

4. Money Market Mutual Funds.

The County Treasurer is authorized to place investment orders on an "as needed" basis with designated financial brokerage firms, banks or contractors with which Hidalgo County maintains a current written contract, authorized by Commissioners Court Order, and consistent with the

Investment Policy of Hidalgo County.

Hidalgo County will generally use a request for proposal (RFP) method of securing the services of Hidalgo County and/or Texas based securities and investment firms to serve as contracted financial brokers for Hidalgo County, or may negotiate a contract for such services if recommended by the Hidalgo County Financial Review Committee and approved by the Commissioners' Court. Hidalgo County will from time to time add or delete such firms, to further seek to enhance Hidalgo County's financial position as qualified firms become known to and are recommended by the Hidalgo County Investment Review Committee. All firms selected as financial brokers for Hidalgo County shall sign an officially approved contractual agreement which must be officially approved by the Commissioners' Court and comply with the Hidalgo County Investment Policy as set forth hereinafter in this Section. The Investment Review committee shall, at least annually, review, revise, and recommend for adoption by the Commissioners' Court a list of qualified brokers that are authorized to engage in investment transactions with Hidalgo County.

A written copy of the Hidalgo County Investment Policy shall be presented to any financial institution offering to engage in an investment transaction with Hidalgo County. The qualified representative of the financial institution offering to engage in an investment transaction with Hidalgo County shall execute a written instrument, which shall indicate the following:

1. The representative and sales personnel have received and reviewed the Hidalgo County Investment Policy; and

2. Acknowledged in writing as approved by Hidalgo County that the financial institution has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Hidalgo County and the financial institution that are not authorized by this Policy.

The County Treasurer of Hidalgo County may not acquire or otherwise obtain any authorized investment described in this Policy from a financial institution, bank, or pool which has not delivered to Hidalgo County a written instrument as set forth hereinabove.

X. METHODS OF INVESTMENT

Internal Investments

The County Treasurer is authorized to internally electronically move funds for Hidalgo County investments from currently established funds, plus any newly established Hidalgo County Funds, within the banking services depository.

The County Treasurer is authorized to utilize an internal electronic banking system for the investment of such funds by means of Customer Direct Link (CDL) program, or Hidalgo County checks with the banking services depository.

The purpose of the internal electronic banking system shall be to allow the County Treasurer to

shorten float time on investments, for elimination of checks to make investments of funds within Hidalgo County accounts, and to return funds to primary Hidalgo County accounts.

The County Treasurer is authorized to internally electronically move and credit principal, plus interest earnings, to Hidalgo County funds currently established, plus any newly established Hidalgo County funds, as such investments mature.

External Investments

Hidalgo County will generally disburse all funds for investments from the Hidalgo County banking services depository bank by means of a properly authorized check. In accordance with Section 2256.051, Government Code, Hidalgo County may use an electronic funds transfer to invest all funds collected or controlled by Hidalgo County. Such program shall be under guidelines established and mutually agreeable between the County Auditor, County Treasurer, and banking services depository bank wire transfer agreement.

The County Treasurer is authorized to electronically wire Hidalgo County funds for investment purposes from currently established Hidalgo County funds, plus any newly established Hidalgo County funds, to authorized investment institutions as indicated under Section IX of this Policy, and in accordance with procedures mutually established with the County Auditor on a delivery versus payment basis. The County Treasurer is further authorized to accept electronically all Hidalgo County maturities including principal and interest as such investments mature, for the proper internal disbursement to Hidalgo County funds.

XI. AUTHORIZED COLLATERAL AND COLLATERAL PROCEDURES

The Hidalgo County Treasurer shall select the type of securities pledged to secure Hidalgo County funds. Additionally, withdrawal, or substitution of collateral for Hidalgo County funds shall be subject to prior official approval of the Hidalgo County Treasurer. The initial amount of securities to be pledged against Hidalgo County shall be adequate to fully collateralize the funds of Hidalgo County according to the State laws of Texas and shall continuously remain as such. The amount is subject to change as investments fluctuate in which case the collateral may be reduced with the approval of the County Treasurer.

The investment of any Hidalgo County funds shall be collateralized consistent with Federal and state law, Hidalgo County's banking services depository contract, and the Hidalgo County Investment Policy without exception, in one or more of the following manners:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;

2. An Obligation that in the opinion of the Attorney General of the United States is a general obligation of the United States and backed by its full faith and credit;

3. An Obligation, the principal of and interest of which are unconditionally guaranteed

by the United States;

4. An Obligation of an Agency or Instrumentality of the United States, including a mortgage-backed security of the agency or instrumentality; however, obligations of the nature described in Section 2256.009(b), Government Code, shall not be eligible for use as collateral for any Hidalgo County funds; or

5. A general or special obligation issued by a public agency, payable from taxes, revenues, or a combination of taxes and revenues that has been rated as to investment quality by a nationally recognized rating agency that has current rating of not less than A or its equivalent.

Furthermore, all collateral must have an expected weighted average life of 10 years or less and does not constitute a high-risk mortgage security.

XII. LEVEL OF COLLATERAL

The market value of the pledged securities securing the time and demand deposits of public funds for Hidalgo County shall be in an amount at least equal to 105% of the amount of the deposits of public funds increased by the amount of any accrued interest and reduced to the extent that the deposits are insured by an agency or instrumentality of the United States Government. The County Treasurer will maintain a monitoring program to establish the market value of such collateral, as best available, for the security of Hidalgo County funds.

XIII. POSSESSION OF COLLATERAL

All Securities pledged to secure time and demand deposits of Hidalgo County funds shall be held at an independent third party bank outside of the pledging bank and approved by Hidalgo County as defined in Hidalgo County banking services depository contracts. For investments made with an external broker or outside the bank depository, securities and collateral will be held by an independent third party. Delivery of collateral shall be made to the party holding such on County's behalf for safekeeping not later than 1:00 P.M. CST on the same day of a trade. All brokers and/or banks shall indicate "County of Hidalgo" on all transaction details.

The independent third party safekeeping bank used for bank collateral and the depository bank acting as safekeeping agent for securities purchased externally shall immediately provide an original safekeeping receipt of the securities and/or surety bonds to the County Treasurer on behalf of the Commissioners Court evidencing the deposit of said securities. When the pledged securities and/or surety bonds held by the custodians are deposited, the permitted institution may apply book entry procedures to the securities. The records of the permitted institution shall at all times reflect the name of the custodian depositing the pledged securities. The trust receipts that the custodians issue to Hidalgo County through the County Treasurer shall indicate that the custodian has deposited with the permitted institution the pledged securities held in trust for the party pledging the securities. All

participants in the investment or holding of collateral for Hidalgo County investments must provide the County Treasurer with a confirmation of trade and safekeeping receipt for county securities and collateral on the same day of the transaction without exception. Banks shall not hold collateral for Hidalgo County investments made at or through said institution.

XIV. INVESTMENT REPORTS

Not less than quarterly the County Treasurer shall prepare and submit to the Commissioners Court a written report of Hidalgo County's investment transactions for the preceding reporting period, in addition to other information that may be required by Hidalgo County. The report shall contain:

1. A detail of the investment position of Hidalgo County on the date of the report;

2. A summary statement of each pooled fund group that states the beginning market value for the reporting period the ending market value for the period, and fully accrued interest for the reporting period;

3. The book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

4. The maturity date of each separately invested asset that has a maturity date;

5. The account or fund or pooled group fund of Hidalgo County from which each individual investment was acquired; and

6. Compliance of the Hidalgo County Investment Portfolio as it relates to the investment strategy expressed in Section III, Investment Strategy of this Policy, as well as other relevant provisions of the Policy.

The report shall be signed by the County Treasurer and accepted by Commissioners' Court as indicated in Section XIV of this policy.

Hidalgo County shall have performed as a part of its annual external financial audit a compliance audit of management controls on investments and adherence to Hidalgo County's established investment policies. The External Auditor shall also formally review the quarterly investment report and the results of the review shall be reported to the Commissioners' Court by the auditor.

XV. CONTINUING EDUCATION

It is recommended that each member of Commissioners Court shall attend at least one training session relating to the person's responsibilities under Chapter 2256 of the Government Code, within six (6) months after taking office.

The County Treasurer and any designated investment officer shall attend at least 10 hours investment training in accordance with the Public Funds Investment Act within 12 months of taking office and 10

hours training within every two-year period as required by Section 2256.008(a), Government Code. Training under this section must include education in investment controls, security risks, strategy risks, market risks, and compliance with this chapter.

XVI. FINANCIAL REVIEW COMMITTEE

There shall be a Hidalgo County Investment Review Committee which shall consist of the County Treasurer as Chairman, County Judge and Budget Officer. As required, the Hidalgo County Financial Advisor (if any) may serve as an Ex-Officio member of the Committee.

The Committee shall be charged with reviewing the general financial management of Hidalgo County funds and debt and asset management programs and making recommendations on such items to the Commissioners' Court. The Hidalgo County Investment Review Committee shall also deal with and coordinate the efforts of the Hidalgo County Financial Advisor (if any) and Hidalgo County Bond Counsel, and other related individuals/organizations, to develop and/or enhance Hidalgo County financial procedures, implement Hidalgo County bond sales, or establish recommended policy for the Commissioners Court concerning the working relationship and duration of such relationship with such groups, as well as any other financially-related matters that may be referred to the Committee from time to time by Commissioners Court.

In view of constant and enhanced financial and banking techniques which may prove beneficial to the Objectives of the Hidalgo County Investment Policy as herein set forth, the Hidalgo County Investment Review Committee will monitor such changes to determine required adjustments in the Hidalgo County Investment Policy.

XVII. REVIEW OF POLICY

The Hidalgo County Commissioners' Court shall review these Policies and the County's investment strategies at least annually. Following such review, the Commissioners' Court shall adopt a written Order stating that it has reviewed the investment policy and investment strategies and setting forth any changes made to either the investment policy or investment strategy.

ADOPTED: __November 17, 2015__
Date

MULTI-BANK SECURITIES, INC.®

NON-CORPORATE RESOLUTION FORM

I. IDENTIFICATION OF QUALIFIED INTERMEDIARY / WITHHOLDING ENTITY

LEGAL NAME OF ORGANIZATION: Hidalgo County

TYPE OF ORGANIZATION: Governmental Entity

ACCOUNT NUMBER: RMB033507

Be it resolved that each of the following has been duly elected or appointed and is now legally holding the title set opposite his/her name.

(Name of Authorized Person)	(Title)
Norma G. Garcia	Hidalgo County Treasurer
Alfredo Zamarripa	Chief Deputy

II. CERTIFICATION

I, Ramon Garcia, County Judge of
(Name and Title of Officer or Partner signing this Non-Corporate Resolution)

Hidalgo County hereby certify that said organization is duly and legally
(Name of Organization)

organized and existing and that a quorum of the Hidalgo County Commissioners Court
(Name of Governing Body of Organization)

of said Organization attended a meeting duly held on the 17th day of November, 20 15

at which the following resolutions were duly adopted, and that such resolutions are in full force and effect on this date and

do not conflict with the _____ of said organization.
(Name of Governing Rules)

I further certify that I have the authority to execute this Non-Corporate Resolution on behalf of said Organization, and that

the Hidalgo County Commissioners Court of the Organization which took the action called for by the
(Name of Governing Body of Organization)

resolutions annexed hereto has the power to take such action.

***SIGNATURE:** _____ **DATE:** 11/17/15

TITLE: Hidalgo County Judge

***The signer should be someone other than one of the authorized person(s) named above. However, if signed by an authorized person named above, the Fed Wire Letter of Authorization and/or ACH Authorization Agreement must be signed by an authorized person other than the signer of this document.**

III. RESOLUTIONS

Certified Copy Of Certain Resolutions by the Governing Body of Said Organization Whereby the Establishment and Maintenance of Accounts Have Been Authorized.

RESOLVED –

FIRST: That the named Authorized Persons of this organization or _____ or _____ be and they hereby are, and each of them is, authorized and empowered, for and on behalf of this organization (herein called the "Organization"), to establish and maintain one or more accounts with Multi-Bank Securities, Inc. (herein called the "Brokers") and Pershing LLC, its successors or assigns, and for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of or realizing upon, and generally dealing in and with;

(a) THIS PARAGRAPH PERMITS CASH TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, chooses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise;

(b) THIS PARAGRAPH PERMITS CASH AND MARGIN TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, chooses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise; and margin transactions, including short sales;

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said Authorized Persons and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Brokers with respect to said transactions; to bind and obligate the Organization to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such Authorized Persons and/or drafts drawn upon the funds of the Organization such sums as may be necessary in connection with any of the said accounts to deposit funds with the Brokers; to deliver securities and/or contracts to the Brokers; to order the transfer or delivery thereof to any other person whatsoever, and/or to order the transfer record of any securities, or contracts, or titles, to any name selected by any of the said Authorized Persons or agents; to affix the Organization's seal to any documents or agreements, or otherwise; to endorse any securities and/or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Organization all releases, powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Brokers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities, to borrow money and securities, if applicable, and to secure repayment thereof with the property of the Organization; to appoint any other person or persons to do any and all things which any and all things which any of the said Authorized Persons and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such Authorized Persons and/or agents with respect thereto.

SECOND: That the Brokers may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Organization directly.

THIRD: That the person signing this Non-corporate Resolution on behalf of the Organization be and hereby is authorized, empowered and directed to certify to the Brokers:

(a) a true copy of these resolutions;

(b) specimen signatures of each and every person by these resolutions empowered;

(c) a certificate (which, if required by brokers, shall be supported by an opinion of the general counsel of the Organization, or other counsel satisfactory to the Brokers) that the Organization is duly organized and existing, that its governing rules empower it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the governing rules of the Organization or otherwise.

FOURTH: That the Brokers may rely upon the certified copy of the resolutions, specimen signatures, and certificate, as continuing fully effective unless and until the Brokers shall receive due written notice of change or rescission, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision. nor shall the fact that any person hereby empowered ceases to be an Authorized Person of the Organization or becomes an Authorized Person under some title, in any way affect the powers hereby conferred, but the failure to supply any specimen signature shall not invalidate any transaction where the party authorizing the same has been actually empowered thereto by or in conformity with these resolutions.

FIFTH: That in the event of any change in the office of powers of persons hereby empowered, an Authorized Person shall certify such changes to the Brokers in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons therefore authorized, and to empower the persons thereby substituted.

SIXTH: That the Authorized Persons of the Organization be, and hereby is, authorized and empowered to countersign items as aforesaid.

SEVENTH: That the foregoing resolutions and the certificates actually furnished to the Brokers by the Authorized Person of pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.

HIDALGO COUNTY

As per Section 2256.025 of the Local Government Code, the Commissioners' Court of Hidalgo County shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions.

The following list of investment brokers, dealers and pools is being presented to Commissioners' Court for approval on **November 17, 2015**:

First Empire Securities 100 Motor Parkway Hautpauge, New York 11788 Chris Reda (800) 645-5424 creda@1empire.com	**First Public – Lone Star Investment Pool** 12007 Research Boulevard Austin, Texas 78759 Steve Orta (800) 558-8875 steve.orta@firstpublic.com
First SouthWest Company 325 North St. Paul Street, Suite 800 Dallas, Texas 75201 Lisa Duvall / Lindsey Smith (214) 953-8827	**LOGIC** 325 North St. Paul Street, Suite 800 Dallas, Texas 75201-3852 Mica Owens-Weary (800) 895-6442 mica.owens-weary@firstsw.com
Lone Star National Bank 520 East Nolana Avenue McAllen, Texas 78504 David Penoli (956) 781-4321 penolid@lonestarnationalbank.com	**Multi-Bank Securities, Inc.** 2400 E. Commercial Blvd, Suite 812 Ft. Lauderdale, Florida 33308 Fernando J. Pulido (866) 355-0113 fpulido@mbssecurities.com
Pershing, LLC One Pershing Plaza Jersey City, New Jersey 07399 Fernando J. Pulido (866) 355-0113 fpulido@mbssecurities.com	**Plains Capital Bank** 6221 Riverside Drive Ste. 105, Suite 540 Irving, Texas 75039 Tye Barton (214) 252-4053 tbarton@plainscapital.com
Raymond James & Associates, Inc. 5847 San Felipe Road, Suite 1075 Houston, Texas 77057 Scott Waltmon (800) 869-9966 scott.waltmon@raymondjames.com	**Texas CLASS** 999 18th Street, Suite 1230 Denver, Colorado 80202 Danny A. King (800) 707-6242 danny.king@texasclass.com
TexPool Participant Services C/O Federated Investors Inc. 1001 Texas Avenue, Suite 1400 Houston, Texas 77002 Dianne Parker (866) 839-7665 dparker@federatedinv.com	**TexSTAR** 325 North St. Paul Street, Suite 800 Dallas, Texas 75201-3852 Mica Owens-Weary (800) 895-6442 mica.owens-weary@firstsw.com
Wells Fargo Securities, LLC 1000 Louisiana Street, Suite 600 Houston, Texas 77002 Ken Guillory (800) 603-9111 kenneth.f.guillory@wellsfargo.com	

Respectfully submitted,

Norma G. Garcia
Hidalgo County Treasurer, CCT, CIO

THE STATE OF TEXAS)(
)(
COUNTY OF HIDALGO)(

ORDER

On this the 17th day of November 2015, came on to be heard the matter of adopting the Hidalgo County Investment Policy and after discussion the following Order was adopted by the Hidalgo County Commissioners' Court:

WHEREAS, from time to time certain regulations and policies have been adopted regarding the procedures for investment of funds of Hidalgo County; and

WHEREAS, the need has now arisen for new policies and procedures to be adopted and for all prior policies and procedures to be repealed.

BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that all policies, procedures and regulations relating to or in any way regulating or establishing rules or policies with respect to the investment of monies owned by Hidalgo County by and hereby are repealed effective November 17, 2015; and

BE IT FURTHER ORDERED that the document attached hereto and entitled Hidalgo County Investment Policy be and hereby is adopted as the document governing all investment of funds by Hidalgo County and its departments and agencies, effective November 17, 2015; and

BE IT FURTHER ORDERED that the County Clerk enter a copy of this Order and of said Policies in the minutes of this Court.

WHEREUPON, Commissioner _____ moved for the adoption of said Order, which motion was seconded by Commissioner _____ and adopted by the following vote: _____ "AYE", _____ "NO", all members being present.

DATED this the 17th day of November 2015

_____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

AI-52035 **Tax Office** **10. A.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Edgar Jaramillo, TAX OFFICE **Submitted By:** Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Discussion, consideration, and approval to execute an inter-local agreement between the County of Hidalgo and the City of Pharr for implementation of scofflaw procedures and processes for vehicle registration denial services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

From agreement attached:

PURPOSE OF AGREEMENT.
The purpose of this Agreement is to state the terms and conditions under which the County Tax Assessor-Collector may refuse to register certain motor vehicles when the County Tax Assessor-Collector receives information from City that the owner of the vehicle has an outstanding warrant for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

4.1
…County shall be compensated as allowed by Texas Transportation Code Section 702.003(3-1) and according to 4.2 below. City's payment shall be due thirty (30) days from the receipt of the invoice.

4.2 City shall assess a $20.00 fee as allowed by Texas Transportation Code Section 702.003(e-1) on a person who has an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic

law as defined by Texas Transportation Code Section 702.001(3). The fee shall be assessed as the vehicle owner is flagged by City. The fee shall be collected by City and reimbursed to the County Tax Assessor-Collector for its expenses for providing services under this Agreement.

Attachments

City of Pharr legal approval
Processing Service Agreement
City of Pharr Resolution
City of Pharr Scofflaw
Transportation Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/30/2015 09:03 AM
Manuel Chapa	Manuel Chapa	11/02/2015 04:10 PM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Edgar Jaramillo		Started On: 10/29/2015 03:40 PM
Final Approval Date: 11/13/2015		

Santos Castilleja

From: Erin D. Thorn [erin.thorn@da.co.hidalgo.tx.us]
Sent: Thursday, October 29, 2015 9:42 AM
To: Santos Castilleja
Cc: Josephine Ramirez
Subject: Proposed Pharr Scofflaw Contract

Dear Santos,

Josie asked me to review the proposed Pharr Scofflaw contract that you sent to our office.

I have reviewed the contract and our office approves as to form.

Please do not hesitate to reach out with further questions.

Best,

Erin D. Thorn
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney Hidalgo County, Texas 100 N. Closner RM 303 Edinburg, Texas 78539
(956) 292-7609 EXT. 8182
(956) 318-2079 FAX
erin.thorn@da.co.hidalgo.tx.us

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

Hamer Enterprises®

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

HECORP, INC DBA HAMER ENTERPRISES (HE) whose principal office is located at 4200-A N. Bicentennial Drive, McAllen, Texas, 78504 and **City of Pharr**,(CLIENT) at 1900 South Cage Blvd, Pharr, TX 78577, a recipient of HE Internet Processing Professional Services agree as follows:

WITNESSETH:

WHEREAS, the CLIENT has a need for Internet Processing Professional Services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Agreement:

The Agreement consists of:

This document and

EXHIBITS A through C, attached hereto.

2. CONSIDERATION:

While the CLIENT will not be responsible for any cash consideration to HE for the SERVICES as per EXHIBIT A, the CLIENT's customers who choose to benefit from the SERVICES used in will pay HE and HE will be responsible for collecting a service fee that is clearly defined to the CLIENT's customers by HE prior to using the SERVICES on a transaction basis per each department who opt to use the SERVICES as per EXHIBIT C. Because banks and credit card processing firms costs and fee structures to HE routinely change, HE's current service fee schedule is subject to change at any time and HE will be allowed to modify the fee schedule at HE's discretion under this Agreement. If the CLIENT allows access to the CLIENT's merchant account and CLIENT's customer performs a transaction using the SERVICES that results in a charge back or returned item to HE, HE will reverse the transaction made to the CLIENT's specified bank account and provide the CLIENT with the appropriate reporting to identify the charge back or returned item. Unless specifically stated to the contrary elsewhere within this Agreement, the CLIENT agrees that nothing said or implied within this Agreement shall provide the CLIENT with any ownership or a continuous, uninterrupted right-to-use license of HE products or services during this Agreement or after the termination of this Agreement by either party.

3. EXTENSION OF TIME:

HE shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond HE's reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. HE shall give the CLIENT notice of the presence of any cause referenced above promptly after HE becomes aware of the existence of same.

4. TERMINATION BY THE CLIENT:

CLIENT may terminate this agreement for any or no reason. Any notice required to be given by the terms of this Agreement shall be sent by certified mail, postage prepaid or express delivery and addressed to:

HAMER ENTERPRISES
William C Hamer
4200-A N. Bicentennial Drive, McAllen, TX 78504
Phone: (956) 682-3466
Fax: (956) 682-0372

5. CLIENT RESPONSIBILITIES:

The CLIENT will provide a designated financial institution as its depository required to make deposits electronically and any additional responsibilities outlined as per EXHIBIT B. The CLIENT shall comply with Federal and State regulations regarding eCommerce. The CLIENT shall assign the Honorable Judge Rodolfo "Rudy" Martinez to perform as liaison.

6. LIMITATIONS:

HE's sole liability under this Agreement shall be for providing the SERVICES. HE will not be liable for any lost profits, revenues, or for any claim or demand against the CLIENT by any other party. HE's liability hereunder for damages, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall HE be liable for consequential damages even if HE has been advised of the possibility of such damages.

7. INSURANCE:

At the request of the CLIENT, HE shall provide proof of comprehensive general liability.

8. SECURITY AND PRIVACY:

CLIENT agrees that none of its officers or employees shall use or reveal any HE proprietary information furnished by HE for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of HE, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. HE shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

9. CONFLICT OF INTEREST DISCLOSURE:

HE warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by HE for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. INDEMNIFICATION:

HE hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

A. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by HE under this Agreement; and

B. any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of HE.

11. VENUE:

The venue for this and all associated agreements shall be Hidalgo County, Texas.

12. TERM OF AGREEMENT:

The Agreement shall commence on the latter of the execution dates of the parties to this Agreement and shall continue unless sooner terminated or extended as herein provided.

13. SEVERABILITY:

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. STATE OF TEXAS LAWS:

This agreement shall be governed according to the laws of the State of Texas.

15. NON-ASSIGNABILITY:

The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF HE AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and HE have caused this Agreement to be executed by their authorized signatures as of the latter date below.

HE:
HAMER ENTERPRISES

Authorized Signature

Mr. William C Hamer
Printed

CEO
Title

9-28-15
Date

CLIENT:
City of Pharr, TX

Authorized Signature

AMBROSIO HERNANDEZ
Printed

MAYOR
Title

9/1/15
Date

Attest

CITY CLERK
Title

APPROVED BY
CITY COMMISSION
ON: 09-01-15

1. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION

HE will provide their eScofflaw© Hosted Application Services and EZ-NETPAY© Internet Payment Services to CLIENT for collections specific to the CLIENT:

A. Access to the EZ-NETPAY© eCommerce Gateway via an Internet backbone connection provided by the CLIENT

B. Access to the eScofflaw© Hosted Application Services via an Internet backbone connection provided by the CLIENT

C. All maintenance and support of the eScofflaw© Hosted Application Services and EZ-NETPAY© eCommerce Gateway and any agreed to Web Services to meet the SERVICES requirements to include, but not be limited to, any technical upgrades required to perform the SERVICES

D. Training staff on the operation of eScofflaw© Hosted Application Services and EZ-NETPAY© Services

E. Standard reports predicated on existing EZ-NETPAY© eCommerce Gateway fields, those fields include but not limited to transaction date, transaction id and unique batch number and settlement information

Overall Hosting Services Features Include:

eScofflaw© Portal Absconders Access
eScofflaw© Portal Designated Authorized County Staff Access
eNETPAY© Online Payment Gateway Settlement Reports Site

Connectivity:
High Speed connectivity, Network & Connection Monitoring

Backup Services:
Daily, Weekly, Monthly & Annual backups – this includes the following:
Monthly Entire System Save, Offsite Storage & Rotation, Data Restoration, Disk Protection and Power Backup

Multi-tier Security:
Physical Security, Logical Security, Monitoring and Analysis

Data Base:
Database management updates, daily upload via HE Secure File Transfer Protocol Service.

2. EXHIBIT B: CLIENT RESPONSIBILITIES

The CLIENT shall be responsible for providing data files, daily, to an FTP Site, HE's Secure FTP Site or make data accessible for HE's updating to provide the services to the CLIENT.

The CLIENT shall allow HE exclusively to Interface HE's eCommerce payment gateway with HE's eScofflaw© Portal.

The CLIENT shall allow any City of Pharr Department or Municipality within City of Pharr to add case data for eScofflaw© collections at the discretion of City of Pharr Commissioners, City of Pharr Departments or the City of Pharr Tax Assessor Collector

3. EXHIBIT C: LOCATIONS

The CLIENT shall allow any County Department use of HE's Internet Professional Services for payment processing at the discretion of the City of Pharr Commissioners or City of Pharr Departments.

RESOLUTION R-2015-_92_

RESOLUTION AUTHORIZING THE CITY OF PHARR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE COUNTY OF HIDALGO AND ALL NECESSARY COUNTY DEPARTMENTS FOR IMPLEMENTATION AND ENFORCEMENT OF PROGRAM RELATED TO IDENTIFYING AND FLAGGING VEHICLE OWNERS WHO HAVE OUTSTANDING WARRANT FROM CITY FOR FAILURE TO APPEAR OR FAILURE TO PAY FINE ON A COMPLAINT THAT INVOLVES THE VIOLATION OF TRAFFIC LAW; AUTHORITY TO APPROVE ADMINISTRATIVE FEES; AUTHORITY AND APPROVAL OF ESCROW FUNDS; SAVINGS CLAUSE; SEVERABILITY CLAUSE; EFFECTIVE DATE

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, THAT:

SECTION 1:AUTHORIZATION TO EXECUTE INTERLOCAL AGREEMENT.

A. The City hereby authorizes appropriate personnel including but not limited to the Mayor and other authorized presiding officers, City Manager, Pharr Board of Commissioners, and Municipal Court Judge, to contract with the County of Hidalgo and all necessary county departments and divisions for the implementation and enforcement of programs resulting in the flagging of vehicle owners who have outstanding warrant or warrants from the city for failure to appear or failure to pay a fine on a complaint that involves the violation of traffic law.

B. The City also hereby authorizes the imposition of an additional administrative fee to be collected, in addition to any delinquencies, by violators to be used for the implementation and in furtherance of this program. The City authorizes the payment of fees not to exceed $20.00 per case to the County of Hidalgo and/or the Hidalgo County Tax Assessor for its participation and cooperation in the program in an effort to assist the City of Pharr in recovering delinquent fines, fees, and other court costs.

C. The City of Pharr further authorizes the payment of escrow funds to the appropriate agencies. The payment of escrow funds may be periodic and continuous throughout the effective date of the agreements.

SECTION 2: SAVINGS CLAUSE.

Except as hereby resolved, any other directives or actions of the City of Pharr, not in conflict with this Resolution, shall remain in full force and effect, unimpaired hereby.

SECTION 3: SEVERABILITY CLAUSE.

The invalidity of any section, clause, sentence or provision of this Resolution shall not affect the validity of any other part thereof. The effects of this Resolution shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 4: EFFECTIVE DATE.

This Resolution shall take effect immediately upon passage by the members of the Board of Commissioners of the City of Pharr.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF PHARR, TEXAS on this the 20th day of October, 2015.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PHARR, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

This Agreement made and entered into this _____ day of _____, 20__, by and between the **County of Hidalgo, Texas**, hereinafter referred to as "County", with the agreement, consent, and participation of the Hidalgo County Tax Assessor-Collector, hereinafter referred to as the "County or County Tax Assessor-Collector", and the **City of Pharr, Texas**, hereinafter referred to as "City", under the authority and in accordance with the Inter-local Cooperation Act, as set out in Chapter 791 of the Texas Government Code, and as authorized by Texas Transportation Code Chapter 702.

WITNESSETH:

WHEREAS, Texas Government Code Chapter 791 authorizes local governments of the State of Texas to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, County and City are local governments as defined in Texas Government Code Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, Texas Transportation Code Section 702.003(a) allows a county tax assessor-collector to refuse to register a motor vehicle if the tax assessor-collector receives, under a contract, information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

WHEREAS, Texas Transportation Code Section 702.003(b) allows a municipality to contract with a county in which the municipality is located to provide information to the county tax assessor-collector to make a determination on whether a vehicle owner has outstanding warrants as set out above and deny vehicle registration to certain person; and

WHEREAS, such a consolidated effort in the effectuation of Texas Transportation Code Chapter 702, is in each party's best interest and that of the public and that this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, County and City specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party;

NOW, THEREFORE, this agreement is hereby made and entered into by County and City for the mutual consideration stated herein:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to state the terms and conditions under which the County Tax Assessor-Collector may refuse to register certain motor vehicles when the County Tax Assessor-Collector receives information from City that the owner of the vehicle has an outstanding warrant for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

2. DUTIES OF THE CITY.

2.1 City shall contract with County to enable the County Tax Assessor-Collector to identify flagged vehicle owners that have an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). City shall provide the County with a detailed listing, in the County requested format, of flagged vehicle owners and subsequently cleared vehicle owners in order to effectuate the purpose of this agreement. This shall enable the County Tax Assessor-Collector to determine whether a vehicle owner should be denied registration or re-registration. City shall in all instances ensure that all provisions of the Act are adhered to as well as all other applicable laws of the State of Texas.

2.2 City shall provide the County Tax Assessor-Collector with a Payment Receipt along with a signed and stamped Scofflaw Denial / Release Form be issued from the County office(s), or the online Scofflaw system when a traffic law matter is cleared regarding a person:

2.2.1 Against whom a judgment has been entered and who has paid the municipal court the full amount of the fine and court costs; or

2.2.2 Who has perfected an appeal of the case for which the arrest warrant was issued; or

2.2.3 Whose charge for which the arrest warrant was issued has been dismissed.

2.3 Upon receiving a Payment Receipt and a Scofflaw Denial / Release Form as indicated above is received, the County Tax Assessor-Collector may not refuse to register the motor vehicle.

2.4 City shall provide to County a telephone number or the location of an office where individual inquiries and complaints can be made

regarding denial of registration by the County Tax Assessor-Collector due to outstanding City warrants, as well as to explain the procedures necessary to resolve the outstanding warrants in order to obtain valid registration.

2.7 City shall conduct a publicity campaign to explain when registration will be denied and procedures necessary to obtain valid registrations.

2.8 City shall identify, by name, address, and telephone number, an individual or individuals who shall have authority on behalf of the City to coordinate, direct and supervise this Agreement.

2.9 City shall be liable for any damages that arise out of any registration denials of any vehicles that were flagged or should have been flagged.

2.10 City shall require all peace officers authorized to issue citations in City to provide written warning to each person to whom the officer issues a citation for a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

2.10.1 The warning must state that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person may not be permitted to register a motor vehicle in this state. The warning may be printed on the citation.

3. DUTIES OF THE COUNTY TAX ASSESSOR-COLLECTOR.

3.1 The County Tax Assessor-Collector shall:

3.1.1 Refuse to register or reregister all motor vehicles which City has flagged with the County and identified in accordance with Texas Transportation Code Chapter 702.

3.2 County shall provide a form to distribute to flagged motor vehicle owners necessary to accomplish the purposes of this Agreement. The instructions shall include the following: steps necessary to resolve outstanding traffic violations and information on obtaining a vehicle registration; Municipal Court addresses; and contact information of an individual should a flagged motor vehicle owner wish to enter a complaint about a registration denial.

3.3 The County Tax Assessor-Collector shall register or re-register a motor vehicle upon receiving a Payment Receipt and a Scofflaw Denial / Release Form from City that the motor vehicle owner's traffic law matter is cleared pursuant to Section 2.2 above.

3.4 The County Tax Assessor-Collector shall at any time have the sole

authority and prerogative to register or re-register a motor vehicle where there has been a valid transfer of title.

4. CONSIDERATION AND PAYMENT.

4.1 The County Tax Assessor-Collector shall present an itemized invoice to City within 10 days after the end of each month during the term of this Agreement providing case number/citation number, date rejected and amount due of each motor vehicle owner for which the County tax Assessor-collector refused vehicle registration or re-registration. County shall be compensated as allowed by Texas Transportation Code Section 702.003(3-1) and according to 4.2 below. City's payment shall be due thirty (30) days from the receipt of the invoice.

4.2 City shall assess a $20.00 fee as allowed by Texas Transportation Code Section 702.003(e-1) on a person who has an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). The fee shall be assessed as the vehicle owner is flagged by City. The fee shall be collected by City and reimbursed to the County Tax Assessor-Collector for its expenses for providing services under this Agreement.

4.3 In the event the County denies registration and the City subsequently dismisses the charges entirely, or otherwise no collection is made, City shall not be required to pay County for the registration denial.

4.4 City shall pay to the County the amount of Section 702.003(e-1) fees that were collected and invoiced by County.

4.5 City shall, on a quarterly basis, provide County a report reconciling the $20.00 Section 702.003(e-1) fees paid to County in the preceding months for each citation settled by City during the same time period. The report submission shall include payment of any additional amounts owed to County pursuant to 4.2 above.

5. TERM AND TERMINATION.

This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements. The Agreement shall terminate one year thereafter, and shall automatically renew for a one (1) additional, one-year term. This Agreement may be terminated with or without cause at any time by either party upon sixty (60) days written notice to the other parties.

6. **NOTICE.**

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

If to County:	County of Hidalgo, Texas Attn: Ramon Garcia, County Judge 302 W. University Dr. Edinburg, TX 78539
With Copy to:	County Tax Assessor-Collector Attn: Pablo (Paul) Villarreal, Jr. 2804 US Hwy 281 Edinburg, TX 78539
If to City of [City Name]:	City of Pharr Attn: Ambrosio Hernandez, Mayor 118 South Cage 4th Floor Pharr, TX 78577
With Copy to:	Pharr Municipal Court Attn: Rodolfo Martinez, Presiding Judge 1900 S. Cage Pharr, TX 78577

7. **INDEMNIFICATION.**

To the extent allowed by law, County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortuous conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

8. **FISCAL FUNDING.**

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County in regards to this Agreement, specifically including any funding by County of this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the

lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure of any funding party to budget or authorize funding for this during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against City in regards to this Agreement, specifically including any funding by City of this Agreement in the event that City is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this or failure of any funding party to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, City, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds a s required by Chapter 791 of the Texas Government Code.

9. VENUE.

Venue to enforce this Agreement shall lie exclusively in Hidalgo County, Texas.

10. NONDISCRIMINATION.

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation.

11. ENTIRE AGREEMENT,

This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

12. SEVERABILITY.

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

13. DEFAULT/WAIVER/MITIGATION.

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

14. FEDERAL OR STATE OF TEXAS FUNDING.

In the event that any work or part thereof is funded by State of Texas or U.S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U.S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.

15. HEADINGS.

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

16. NUMBER AND GENDER.

Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

17. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. REMEDIES.

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

THE GOVERNING BODY, by resolution or ordinance, dated **October 20, 2015**, has authorized the Local Government to obtain the services as outlined above.

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

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

HIDALGO COUNTY

Ramon Garcia, County Judge

APPROVED BY
CITY COMMISSION
ON: 10-20-15

HIDALGO COUNTY TAX ASSESSOR-COLLECTOR

Pablo (Paul) Villarreal, Jr.

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney
Ricardo Rodriguez

By:
Josephine Ramirez
Assistant District Attorney

TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE I. ENFORCEMENT OF TRAFFIC LAWS

CHAPTER 702. CONTRACTS FOR ENFORCEMENT OF CERTAIN ARREST WARRANTS

Sec. 702.001. DEFINITIONS. In this chapter:

(1) "Department" means the Texas Department of Motor Vehicles.

(2) "Registration" of a motor vehicle includes a renewal of the registration of that vehicle.

(3) "Traffic law" means a statute or ordinance, a violation of which is a misdemeanor punishable by a fine not to exceed $200, that regulates, on a street, road, or highway of this state:

(A) the conduct or condition of a person while operating a motor vehicle; or

(B) the condition of a motor vehicle being operated.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.160(a), eff. Sept. 1, 1997. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 933 (H.B. 3097), Sec. 2S.01, eff. September 1, 2009.

Sec. 702.003. REFUSAL TO REGISTER VEHICLE. (a) A county assessor-collector or the department may refuse to register a motor vehicle if the assessor-collector or the department receives under a contract information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law.

(b) A municipality may contract with a county in which the municipality is located or the department to provide information to the county assessor-collector or department necessary to make a determination under Subsection (a).

(c) A municipality that has a contract under Subsection (b) shall notify the county assessor-collector or the department regarding a person for whom the county assessor-collector or the department has refused to register a motor vehicle on:

(1) entry of a judgment against the person and the person's payment to the court of the fine for the violation and of all court costs;

(2) perfection of an appeal of the case for which the arrest warrant was issued; or

(3) dismissal of the charge for which the arrest warrant was issued.

(d) After notice is received under Subsection (c), the county assessor-collector or the department may not refuse to register the motor vehicle under Subsection (a).

(e) A contract under Subsection (b) must be entered into in accordance with Chapter 791, Government Code, and is subject to the ability of the parties to provide or pay for the services required under the contract.

(e-1) A municipality that has a contract under Subsection (b) may impose an additional $20 fee to a person who has an outstanding warrant from the municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law. The additional fee may be used only to reimburse the department or the county assessor-collector for its expenses for providing services under the contract, or another county department for expenses related to services under the contract.

(f) This section does not apply to the registration of a motor vehicle under Section 501.0234.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.160(b), eff. Sept. 1, 1997. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 542 (S.B. 1617), Sec. 3, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 1094 (S.B. 1386), Sec. 2, eff. September 1, 2011.

Sec. 702.004. WARNING; CITATION. (a) A peace officer

authorized to issue citations in a municipality that has a contract under Section 702.003 shall issue a written warning to each person to whom the officer issues a citation for a violation of a traffic law in the municipality.

(b) The warning must state that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person might not be permitted to register a motor vehicle in this state.

(c) The warning required by this section may be printed on the citation.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Renumbered from Transportation Code Sec. 702.005 and amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.160, eff. Sept. 1, 1997.

Sec. 707.017. ENFORCEMENT. (a) If the owner of a motor vehicle is delinquent in the payment of a civil penalty imposed under this chapter, the county assessor-collector or the Texas Department of Motor Vehicles may refuse to register a motor vehicle alleged to have been involved in the violation.

(b) This section does not apply to the registration of a motor vehicle under Section 501.0234.

Added by Acts 2007, 80th Leg., R.S., Ch. 1149 (S.B. 1119), Sec. 1, eff. September 1, 2007.
Amended by:

Acts 2009, 81st Leg., R.S., Ch. 266 (H.B. 2530), Sec. 1, eff. May 30, 2009.

Acts 2009, 81st Leg., R.S., Ch. 542 (S.B. 1617), Sec. 4, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 933 (H.B. 3097), Sec. 2T.03, eff. September 1, 2009.
Reenacted by Acts 2011, 82nd Leg., R.S., Ch. 91 (S.B. 1303), Sec. 24.018, eff. September 1, 2011.

Sec. 707.018. IMPOSITION OF CIVIL PENALTY NOT A CONVICTION. The imposition of a civil penalty under this chapter is not a conviction and may not be considered a conviction for any purpose.

Added by Acts 2007, 80th Leg., R.S., Ch. 1149 (S.B. 1119), Sec. 1, eff. September 1, 2007.

Sec. 707.019. FAILURE TO PAY CIVIL PENALTY. (a) If the owner of the motor vehicle fails to timely pay the amount of the civil penalty imposed against the owner:

(1) an arrest warrant may not be issued for the owner; and

(2) the imposition of the civil penalty may not be recorded on the owner's driving record.

(b) Notice of Subsection (a) must be included in the notice of violation required by Section 707.011(c).

Added by Acts 2007, 80th Leg., R.S., Ch. 1149 (S.B. 1119), Sec. 1, eff. September 1, 2007.

AI-52239 **Tax Office** **10. B.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Edgar Jaramillo, TAX OFFICE **Submitted By:** Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of a Dealer Agreement between Hidalgo County and (Heller-Bird III, LTD. DBA Jaguar San Juan, Land Rover San Juan – P118864, Heller-Bird V, LTD. DBA Acura of the Rio Grande Valley – P130258, Heller-Bird II, LTD. DBA Audi San Juan – P116285, Heller-Bird Motors, LTD. DBA Mercedes-Benz of San Juan, Smart Center of San Juan – P112761)

BACKGROUND

This is in accordance with Texas Transportation Code Sec 520.005c. The Assessor Collector may license franchised and non-franchised motor vehicle dealers to title and register motor vehicles in accordance with the rules adopted under 520.004.

Fiscal Impact

Attachments

AUDI SAN JUAN
LAND ROVER
MERCEDES BENZ
ACURA
LEGAL APPROVAL
TRANS. CODE
DEALER GUIDE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 11:57 AM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM

Form Started By: Edgar Jaramillo Started On: 11/12/2015 08:34 AM
Final Approval Date: 11/13/2015

THE STATE OF TEXAS

COUNTY OF HIDALGO

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Tax Assessor-Collector, hereinafter referred to as "County", and HELLER-BIRD II, LTD DBA AUDI SAN JUAN, hereafter referred to as "DISTRIBUTOR".

WHEREAS, Distributor desires to act as an agent of the County in the issuance of motor vehicle license registration stickers and license plates, and in the application for vehicle titles; and

WHEREAS, public convenience will be furthered by the ability of vehicle dealers to directly register automobiles and to issue registration stickers and license plates.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Distributor hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Distributor needed for issuance of license plates and registration stickers to the public upon the terms and conditions hereof. Distributor agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be furnished and maintained by the Distributor.

2. In order to guarantee the faithful performance of the duties of the Distributor hereunder and to insure that all funds coming into the possession or control of the Distributor by virtue of this Agreement are paid over to the County, the Distributor agrees to post a surety bond in the amount of **$5,000.00** per General Distinguishing Number (GDN) naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of **$5,000.00** per General Distinguishing Number (GDN). If the Distributor elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector, and shall be issued by a surety company or financial institution acceptable to the County.

3. The Distributor shall have its person in charge of local operations and all employees of the Distributor who handle or in any way assist in the issuance of stickers take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Distributor shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of license registration stickers and license plates until said officer, agent or employee has been deputized by the County, and until all Distributor personnel are trained in accordance with the County qualifications, and follow all training programs in the Tax Office before the issuance of said license registration stickers and license plates.

4. The Distributor shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Distributor. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Distributor other than directly to the Distributor's receiving agent. The Distributor assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Distributor's receiving agents.

5. License registration stickers, license plates, supplies, and funds in the Distributor's custody shall be insured against burglary and robbery by the Distributor.

6. The Distributor shall collect the fees prescribed by the County for each sticker issued (including applicable Road and Bridge Fees & RMA Fees). Fees collected for the issuance of stickers by the Distributor shall not be commingled with any other funds in the possession of the Distributor. Stickers that are unaccounted for will be hand delivered to and signed for by designated Tax Office personnel. All packages of sticker inventory must be accounted for before additional boxes are issued. All unassigned sticker inventory must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Distributor at a rate of $80.25 for each missing sticker and $7.00 per each missing license plate.

7. The Distributor may accept individual checks and cash in payment of fees for the issuance of stickers, provided that checks are made payable to the Distributor, and provided, further, that Distributor assumes full responsibility for collection for all such checks. Distributor shall be responsible for collecting on all Non Sufficient Funds checks. Distributor shall allow on a daily basis, the County, representing those checks and cash received by the Distributor, to initiate debit transactions from the Distributor's financial institution. Said ACH fund debit shall not include the processing fee Distributor charges and collects as compensation for providing issuance of stickers which processing fee will not exceed the amount set by the Texas Department of Motor Vehicles under Section 502.1911 of the Transportation Code. Failure by the Distributor to allow the required access to the County for sums owed for stickers via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Distributor is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any Certified Public Accountant, or any person or entity designated by any one or more of the same, at any time during normal business hours of the Distributor, at the place of business of the Distributor designated in this Agreement. The Distributor's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Distributor shall deliver as often as required by the County a license report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Distributor shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Distributor must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner if the new owner desires to continue to act as a license agent. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Distributor will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Distributor will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a license agent, Distributor agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Distributor shall return to the County all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued and a final report within twenty four (24) hours after the termination date along with any and all funds owed to the County under this Agreement.

16. Breach of any obligation to be performed by the Distributor shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Distributor shall be considered a substantial breach, and Distributor shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed to be three (3) days after mailing) Distributor shall have twenty four (24) hours to return to the County all

supplies, payment for stickers issued, and final report to the County at the location in numbered paragraph 19., hereof.

17. In the event that any audit or report of the Distributor discloses that any stickers or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds there from against the actual damages incurred by the County or any of its agents, employees, or public official. In the event that this Agreement is terminated by the County for breach by the Distributor in accordance with numbered paragraph 9 herein or other breach by the Distributor, and the Distributor fails to return funds and supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this agreement shall commence upon receipt by the County of the bond herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: PABLO (PAUL) VILLARREAL JR.
HIDALGO COUNTY
TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

DISTRIBUTOR: HELLER-BIRD II, LTD
DBA AUDI SAN JUAN
GDN# P116285
31445 IH 10 W
SAN JUAN, TX 78589

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Distributor.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Hidalgo County Texas.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2015.

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: Pablo (Paul) Villarreal Jr
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DISTRIBUTOR:

HELLER-BIRD II, LTD
DBA AUDI SAN JUAN
GDN# P116285
31445 IH 10 W
SAN JUAN, TX 78589

BY: _____

PRINTED NAME: Alfonso Cavazos

TITLE: VP of Valley Operations

THE STATE OF TEXAS

COUNTY OF HIDALGO

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Tax Assessor-Collector, hereinafter referred to as "County", and HELLER-BIRD III, LTD. DBA JAGUAR SAN JUAN, LAND ROVER SAN JUAN, hereafter referred to as "DISTRIBUTOR".

WHEREAS, Distributor desires to act as an agent of the County in the issuance of motor vehicle license registration stickers and license plates, and in the application for vehicle titles; and

WHEREAS, public convenience will be furthered by the ability of vehicle dealers to directly register automobiles and to issue registration stickers and license plates.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Distributor hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Distributor needed for issuance of license plates and registration stickers to the public upon the terms and conditions hereof. Distributor agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be furnished and maintained by the Distributor.

2. In order to guarantee the faithful performance of the duties of the Distributor hereunder and to insure that all funds coming into the possession or control of the Distributor by virtue of this Agreement are paid over to the County, the Distributor agrees to post a surety bond in the amount of **$5,000.00** per General Distinguishing Number (GDN) naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of **$5,000.00** per General Distinguishing Number (GDN). If the Distributor elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector, and shall be issued by a surety company or financial institution acceptable to the County.

3. The Distributor shall have its person in charge of local operations and all employees of the Distributor who handle or in any way assist in the issuance of stickers take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Distributor shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of license registration stickers and license plates until said officer, agent or employee has been deputized by the County, and until all Distributor personnel are trained in accordance with the County qualifications, and follow all training programs in the Tax Office before the issuance of said license registration stickers and license plates.

4. The Distributor shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Distributor. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Distributor other than directly to the Distributor's receiving agent. The Distributor assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Distributor's receiving agents.

5. License registration stickers, license plates, supplies, and funds in the Distributor's custody shall be insured against burglary and robbery by the Distributor.

6. The Distributor shall collect the fees prescribed by the County for each sticker issued (including applicable Road and Bridge Fees & RMA Fees). Fees collected for the issuance of stickers by the Distributor shall not be commingled with any other funds in the possession of the Distributor. Stickers that are unaccounted for will be hand delivered to and signed for by designated Tax Office personnel. All packages of sticker inventory must be accounted for before additional boxes are issued. All unassigned sticker inventory must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Distributor at a rate of $80.25 for each missing sticker and $7.00 per each missing license plate.

7. The Distributor may accept individual checks and cash in payment of fees for the issuance of stickers, provided that checks are made payable to the Distributor, and provided, further, that Distributor assumes full responsibility for collection for all such checks. Distributor shall be responsible for collecting on all Non Sufficient Funds checks. Distributor shall allow on a daily basis, the County, representing those checks and cash received by the Distributor, to initiate debit transactions from the Distributor's financial institution. Said ACH fund debit shall not include the processing fee Distributor charges and collects as compensation for providing issuance of stickers which processing fee will not exceed the amount set by the Texas Department of Motor Vehicles under Section 502.1911 of the Transportation Code. Failure by the Distributor to allow the required access to the County for sums owed for stickers via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Distributor is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any Certified Public Accountant, or any person or entity designated by any one or more of the same, at any time during normal business hours of the Distributor, at the place of business of the Distributor designated in this Agreement. The Distributor's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Distributor shall deliver as often as required by the County a license report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Distributor shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Distributor must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner if the new owner desires to continue to act as a license agent. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Distributor will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Distributor will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a license agent, Distributor agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Distributor shall return to the County all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued and a final report within twenty four (24) hours after the termination date along with any and all funds owed to the County under this Agreement.

16. Breach of any obligation to be performed by the Distributor shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Distributor shall be considered a substantial breach, and Distributor shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed to be three (3) days after mailing) Distributor shall have twenty four (24) hours to return to the County all

supplies, payment for stickers issued, and final report to the County at the location in numbered paragraph 19., hereof.

17. In the event that any audit or report of the Distributor discloses that any stickers or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds there from against the actual damages incurred by the County or any of its agents, employees, or public official. In the event that this Agreement is terminated by the County for breach by the Distributor in accordance with numbered paragraph 9 herein or other breach by the Distributor, and the Distributor fails to return funds and supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this agreement shall commence upon receipt by the County of the bond herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY:
PABLO (PAUL) VILLARREAL JR.
HIDALGO COUNTY
TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

DISTRIBUTOR:
HELLER-BIRD III, LTD.
DBA JAGUAR SAN JUAN, LAND ROVER SAN JUAN
GDN# P118864
601 E EXPRESSWAY 83
SAN JUAN, TX 78589-4503

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Distributor.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Hidalgo County Texas.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2015.

BY:_____
RAMON GARCIA
COUNTY JUDGE

BY: Pablo Paul Villarreal Jr.
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DISTRIBUTOR:

HELLER-BIRD III, LTD.
DBA JAGUAR SAN JUAN, LAND ROVER SAN JUAN
GDN# P118864
601 E EXPRESSWAY 83
SAN JUAN, TX 78589-4503

BY:_____

PRINTED NAME: Alfonso Cavazos

TITLE: VP of Valley Operations

THE STATE OF TEXAS

COUNTY OF HIDALGO

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Tax Assessor-Collector, hereinafter referred to as "County", and HELLER-BIRD MOTORS, LTD. DBA MERCEDES-BENZ OF SAN JUAN, SMART CENTER OF SAN JUAN, hereafter referred to as "DISTRIBUTOR".

WHEREAS, Distributor desires to act as an agent of the County in the issuance of motor vehicle license registration stickers and license plates, and in the application for vehicle titles; and

WHEREAS, public convenience will be furthered by the ability of vehicle dealers to directly register automobiles and to issue registration stickers and license plates.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Distributor hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Distributor needed for issuance of license plates and registration stickers to the public upon the terms and conditions hereof. Distributor agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be furnished and maintained by the Distributor.

2. In order to guarantee the faithful performance of the duties of the Distributor hereunder and to insure that all funds coming into the possession or control of the Distributor by virtue of this Agreement are paid over to the County, the Distributor agrees to post a surety bond in the amount of **$5,000.00** per General Distinguishing Number (GDN) naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of **$5,000.00** per General Distinguishing Number (GDN). If the Distributor elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector, and shall be issued by a surety company or financial institution acceptable to the County.

3. The Distributor shall have its person in charge of local operations and all employees of the Distributor who handle or in any way assist in the issuance of stickers take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Distributor shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of license registration stickers and license plates until said officer, agent or employee has been deputized by the County, and until all Distributor personnel are trained in accordance with

the County qualifications, and follow all training programs in the Tax Office before the issuance of said license registration stickers and license plates.

4. The Distributor shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Distributor. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Distributor other than directly to the Distributor's receiving agent. The Distributor assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Distributor's receiving agents.

5. License registration stickers, license plates, supplies, and funds in the Distributor's custody shall be insured against burglary and robbery by the Distributor.

6. The Distributor shall collect the fees prescribed by the County for each sticker issued (including applicable Road and Bridge Fees & RMA Fees). Fees collected for the issuance of stickers by the Distributor shall not be commingled with any other funds in the possession of the Distributor. Stickers that are unaccounted for will be hand delivered to and signed for by designated Tax Office personnel. All packages of sticker inventory must be accounted for before additional boxes are issued. All unassigned sticker inventory must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Distributor at a rate of $80.25 for each missing sticker and $7.00 per each missing license plate.

7. The Distributor may accept individual checks and cash in payment of fees for the issuance of stickers, provided that checks are made payable to the Distributor, and provided, further, that Distributor assumes full responsibility for collection for all such checks. Distributor shall be responsible for collecting on all Non Sufficient Funds checks. Distributor shall allow on a daily basis, the County, representing those checks and cash received by the Distributor, to initiate debit transactions from the Distributor's financial institution. Said ACH fund debit shall not include the processing fee Distributor charges and collects as compensation for providing issuance of stickers which processing fee will not exceed the amount set by the Texas Department of Motor Vehicles under Section 502.1911 of the Transportation Code. Failure by the Distributor to allow the required access to the County for sums owed for stickers via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Distributor is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any Certified Public Accountant, or any person or entity designated by any one or more of the same, at any time during normal business hours of the Distributor, at the place of business of the Distributor designated in this Agreement. The Distributor's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Distributor shall deliver as often as required by the County a license report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Distributor shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Distributor must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner if the new owner desires to continue to act as a license agent. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Distributor will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Distributor will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a license agent, Distributor agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Distributor shall return to the County all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued and a final report within twenty four (24) hours after the termination date along with any and all funds owed to the County under this Agreement.

16. Breach of any obligation to be performed by the Distributor shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Distributor shall be considered a substantial breach, and Distributor shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed to be three (3) days after

mailing) Distributor shall have twenty four (24) hours to return to the County all supplies, payment for stickers issued, and final report to the County at the location in numbered paragraph 19., hereof.

17. In the event that any audit or report of the Distributor discloses that any stickers or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds there from against the actual damages incurred by the County or any of its agents, employees, or public official. In the event that this Agreement is terminated by the County for breach by the Distributor in accordance with numbered paragraph 9 herein or other breach by the Distributor, and the Distributor fails to return funds and supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this agreement shall commence upon receipt by the County of the bond herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: PABLO (PAUL) VILLARREAL JR.
HIDALGO COUNTY
TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

DISTRIBUTOR: HELLER-BIRD MOTORS, LTD.
DBA MERCEDES-BENZ OF SAN JUAN, SMART CENTER OF SAN JUAN
GDN# P114455
400 E EXPRESSWAY 83
SAN JUAN, TX 78589-2461

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Distributor.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Hidalgo County Texas.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE ____ DAY OF _____, 2015.

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: _____
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DISTRIBUTOR:

HELLER-BIRD MOTORS, LTD.
DBA MERCEDES-BENZ OF SAN JUAN, SMART CENTER OF SAN JUAN
GDN# P114455
400 E EXPRESSWAY 83
SAN JUAN, TX 78589-2461

BY: _____

PRINTED NAME: RONALD J. HELLER

TITLE: DEALER PRINCIPAL/MANAGING PARTNER

THE STATE OF TEXAS

COUNTY OF HIDALGO

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Tax Assessor-Collector, hereinafter referred to as "County", and HELLER-BIRD V, LTD. DBA ACURA OF THE RIO GRANDE VALLEY, hereafter referred to as "DISTRIBUTOR".

WHEREAS, Distributor desires to act as an agent of the County in the issuance of motor vehicle license registration stickers and license plates, and in the application for vehicle titles; and

WHEREAS, public convenience will be furthered by the ability of vehicle dealers to directly register automobiles and to issue registration stickers and license plates.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Distributor hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Distributor needed for issuance of license plates and registration stickers to the public upon the terms and conditions hereof. Distributor agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be furnished and maintained by the Distributor.

2. In order to guarantee the faithful performance of the duties of the Distributor hereunder and to insure that all funds coming into the possession or control of the Distributor by virtue of this Agreement are paid over to the County, the Distributor agrees to post a surety bond in the amount of **$5,000.00** per General Distinguishing Number (GDN) naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of **$5,000.00** per General Distinguishing Number (GDN). If the Distributor elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector, and shall be issued by a surety company or financial institution acceptable to the County.

3. The Distributor shall have its person in charge of local operations and all employees of the Distributor who handle or in any way assist in the issuance of stickers take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Distributor shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of license registration stickers and license plates until said officer, agent or employee has been deputized by the County, and until all Distributor personnel are trained in accordance with the County qualifications, and follow all training programs in the Tax Office before the issuance of said license registration stickers and license plates.

4. The Distributor shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Distributor. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Distributor other than directly to the Distributor's receiving agent. The Distributor assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Distributor's receiving agents.

5. License registration stickers, license plates, supplies, and funds in the Distributor's custody shall be insured against burglary and robbery by the Distributor.

6. The Distributor shall collect the fees prescribed by the County for each sticker issued (including applicable Road and Bridge Fees & RMA Fees). Fees collected for the issuance of stickers by the Distributor shall not be commingled with any other funds in the possession of the Distributor. Stickers that are unaccounted for will be hand delivered to and signed for by designated Tax Office personnel. All packages of sticker inventory must be accounted for before additional boxes are issued. All unassigned sticker inventory must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Distributor at a rate of $80.25 for each missing sticker and $7.00 per each missing license plate.

7. The Distributor may accept individual checks and cash in payment of fees for the issuance of stickers, provided that checks are made payable to the Distributor, and provided, further, that Distributor assumes full responsibility for collection for all such checks. Distributor shall be responsible for collecting on all Non Sufficient Funds checks. Distributor shall allow on a daily basis, the County, representing those checks and cash received by the Distributor, to initiate debit transactions from the Distributor's financial institution. Said ACH fund debit shall not include the processing fee Distributor charges and collects as compensation for providing issuance of stickers which processing fee will not exceed the amount set by the Texas Department of Motor Vehicles under Section 502.1911 of the Transportation Code. Failure by the Distributor to allow the required access to the County for sums owed for stickers via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Distributor is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any Certified Public Accountant, or any person or entity designated by any one or more of the same, at any time during normal business hours of the Distributor, at the place of business of the Distributor designated in this Agreement. The Distributor's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Distributor shall deliver as often as required by the County a license report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Distributor shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Distributor must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner if the new owner desires to continue to act as a license agent. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Distributor will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Distributor will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a license agent, Distributor agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Distributor shall return to the County all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued and a final report within twenty four (24) hours after the termination date along with any and all funds owed to the County under this Agreement.

16. Breach of any obligation to be performed by the Distributor shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Distributor shall be considered a substantial breach, and Distributor shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed to be three (3) days after mailing) Distributor shall have twenty four (24) hours to return to the County all

supplies, payment for stickers issued, and final report to the County at the location in numbered paragraph 19., hereof.

17. In the event that any audit or report of the Distributor discloses that any stickers or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds there from against the actual damages incurred by the County or any of its agents, employees, or public official. In the event that this Agreement is terminated by the County for breach by the Distributor in accordance with numbered paragraph 9 herein or other breach by the Distributor, and the Distributor fails to return funds and supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this agreement shall commence upon receipt by the County of the bond herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: PABLO (PAUL) VILLARREAL JR.
HIDALGO COUNTY
TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

DISTRIBUTOR: HELLER-BIRD V, LTD.
DBA ACURA OF THE RIO GRANDE VALLEY
GDN# P130258
116 E BLANCO RD STE 201
SAN JUAN, TX 78589

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Distributor.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Hidalgo County Texas.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2015.

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: _____
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DISTRIBUTOR:

HELLER-BIRD V, LTD.
DBA ACURA OF THE RIO GRANDE VALLEY
GDN# P130258
116 E BLANCO RD STE 201
SAN JUAN, TX 78589

BY: _____

PRINTED NAME: Alfonso Cavazos

TITLE: VP of Valley Operation

Santos Castilleja

From: Steve Crain [scrain@atlashall.com]
Sent: Tuesday, November 10, 2015 4:10 PM
To: Santos Castilleja
Subject: RE: WebDealer Contract Heller-Bird Group

The contracts are approved for presentation to Commissioners Court.

From: Santos Castilleja [mailto:santos.castilleja@hidalgocountytax.org]
Sent: Tuesday, November 10, 2015 3:28 PM
To: Stephen L. Crain
Cc: Paul Villarreal, Jr; Paul Villarreal; valde.guerra@co.hidalgo.tx.us; Eva Mireles; Sergio Cruz; Santos Castilleja; Guillermo Palacios
Subject: RE: WebDealer Contract Heller-Bird Group

November 10, 2015

Steve Crain
Hidalgo County Attorney
Altlas Hall
818 Pecan Blvd.
McAllen, TX 78539

Subject: WebDealer Contract (Heller-Bird III, LTD. DBA Jaguar San Juan, Land Rover San Juan – P118864, Heller-Bird V, LTD. DBA Acura of the Rio Grande Valley – P130258, Heller-Bird II, LTD. DBA Audi San Juan – P116285, Heller-Bird Motors, LTD. DBA Mercedes-Benz of San Juan, Smart Center of San Juan – P112761)

Dear Mr. Crain,

I wanted to thank you for assisting us with this WebDealer contracts. We put in place the changes recommended by your office. The General Partner for the Heller-Bird dealerships has signed the updated agreements. The Bonds will be executed on or after the date both parties execute the agreement.

I would like to formally request legal approval to proceed with this request from our Commissioners.

I am forwarding you a copy of the contract.

Agenda Item Caption:

A. Presentation for discussion, consideration, acceptance and approval of a Dealer Agreement between Hidalgo County and (Heller-Bird III, LTD. DBA Jaguar San Juan, Land Rover San Juan – P118864, Heller-Bird V, LTD. DBA Acura of the Rio Grande Valley – P130258, Heller-Bird II, LTD. DBA Audi San Juan – P116285, Heller-Bird Motors, LTD. DBA Mercedes-Benz of San Juan, Smart Center of San Juan – P112761). Dealer desires to act as an agent of the Tax Assessor Collector in the issuance of motor vehicle license stickers and license plates. Heller-Bird agrees to comply with the requirements of the WebDealer system of the Texas Department of Motor Vehicles and will furnish and maintain any necessary equipment.

As expected, we plan to add several additional dealers in the upcoming months. If you have any questions, please feel free to ask.

Sincerely,

Pablo (Paul) Villarreal Jr.
Hidalgo County Tax Assessor & Collector

PV/sc/em/gp

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Monday, November 02, 2015 10:41 AM
To: Santos Castilleja
Subject: RE: WebDealer Contract Heller-Bird Group

As per Mr. Crain, see the attached pdf document with comments for both Jaguar and Acura agreements. Should 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

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

From: Santos Castilleja [mailto:santos.castilleja@hidalgocountytax.org]
Sent: Monday, November 02, 2015 9:15 AM
To: Steve Crain
Subject: FW: WebDealer Contract Heller-Bird Group

Hello Mr. Crain,

Mr. Villarreal wanted me to inquire on the status of this request. Please let me know if you have any questions.

Santos Castilleja III
Motor Vehicle Manager

From: Santos Castilleja
Sent: Wednesday, October 28, 2015 3:16 PM
To: 'Steve Crain'
Cc: Paul Villarreal; Paul Villarreal; 'valde.guerra@co.hidalgo.tx.us'; Eva Mireles; 'Rangel, Rene'; 'Sergio Cruz'; Santos Castilleja; Guillermo Palacios
Subject: WebDealer Contract Heller-Bird Group

October 28, 2015

Steve Crain

Hidalgo County Attorney
Altlas Hall
818 Pecan Blvd.
McAllen, TX 78539

Subject: WebDealer Contract (Heller-Bird III, LTD. DBA Jaguar San Juan, Land Rover San Juan – P118864, Heller-Bird V, LTD. DBA Acura of the Rio Grande Valley – P130258, Heller-Bird II, LTD. DBA Audi San Juan – P116285, Heller-Bird Motors, LTD. DBA Mercedes-Benz of San Juan, Smart Center of San Juan – P112761)

Dear Mr. Crain,

I wanted to thank you for assisting us with the 2 prior WebDealer contracts we put in place with the Penske and Payne dealerships. The Heller-Bird dealerships would also like to go into the same agreement. Dealers desire to act as agents of the County in the issuance of motor vehicle license registration stickers and license plates and in the application for vehicle titles.

Everything should be in order to request approval from the County Commissioner's Court. **At this time we would like to formally request legal approval to proceed with this request from our Commissioners.**

I am forwarding you a copy of the contract and supporting documents.

Agenda Item Caption:

B. Presentation for discussion, consideration, acceptance and approval of a Dealer Agreement between Hidalgo County and (Heller-Bird III, LTD. DBA Jaguar San Juan, Land Rover San Juan – P118864, Heller-Bird V, LTD. DBA Acura of the Rio Grande Valley – P130258, Heller-Bird II, LTD. DBA Audi San Juan – P116285, Heller-Bird Motors, LTD. DBA Mercedes-Benz of San Juan, Smart Center of San Juan – P112761). Dealer desires to act as an agent of the Tax Assessor Collector in the issuance of motor vehicle license stickers and license plates. Heller-Bird agrees to comply with the requirements of the WebDealer system of the Texas Department of Motor Vehicles and will furnish and maintain any necessary equipment.

As expected, we plan to add several additional dealers in the upcoming months. If you have any questions, please feel free to ask.

Sincerely,

Pablo (Paul) Villarreal Jr.
Hidalgo County Tax Assessor & Collector

(2) shall establish standards for uniformity and service quality for counties and dealers licensed under Section 520.005; and

(3) may conduct public service education campaigns related to the department's functions.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1290, Sec. 30, eff. September 1, 2011.

Text of section as added by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 224

For text of section as added by Acts 2011, 82nd Leg., R.S., Ch. 1290, Sec. 30, see other Sec. 520.004.

Sec. 520.004. DEPARTMENT RESPONSIBILITIES. The department has jurisdiction over the registration and titling of, and the issuance of license plates to, motor vehicles in compliance with the applicable statutes. The board by rule:

(1) shall provide services that are reasonable, adequate, and efficient;

(2) shall establish standards for uniformity and service quality for counties and dealers licensed under Section 520.005; and

(3) may conduct public service education campaigns related to the department's functions.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 224, eff. January 1, 2012.

Sec. 520.005. DUTY AND RESPONSIBILITIES OF COUNTY ASSESSOR-COLLECTOR. (a) Each county assessor-collector shall comply with Chapter 501.

(b) An assessor-collector who fails or refuses to comply with Chapter 501 is liable on the assessor-collector's official bond for resulting damages suffered by any person.

(c) Notwithstanding the requirements of Sections 520.008 and 520.0091, the assessor-collector may license franchised and non-franchised motor vehicle dealers to title and register motor vehicles in accordance with rules adopted under Section 520.004. The county assessor-collector may pay a fee to a motor vehicle dealer independent

of or as part of the portion of the fees that would be collected by the county for each title and registration receipt issued.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.
Transferred, redesignated and amended from Transportation Code, Section 501.137 by Acts 2011, 82nd Leg., R.S., Ch. 1290, Sec. 31, eff. September 1, 2011.
Transferred, redesignated and amended from Transportation Code, Section 501.137 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 225, eff. January 1, 2012.

Sec. 520.006. COMPENSATION OF ASSESSOR-COLLECTOR. (a) A county assessor-collector shall receive a fee of $1.90 for each receipt issued under Chapter 502.

Text of subsection as added by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 226

(a-1) A county collecting fees on behalf of a county that has been declared as a disaster area for purposes of Section 501.023 or 502.040 may retain the commission for fees collected, but shall allocate the fees to the county declared as a disaster area.

Text of subsection as added by Acts 2011, 82nd Leg., R.S., Ch. 1290, Sec. 32

(a-1) A county assessor-collector collecting fees on behalf of a county that has been declared as a disaster area for purposes of Section 501.023 or 502.002 may retain the commission for fees collected, but shall allocate the fees to the county declared as a disaster area.

(b) A county assessor-collector who is compensated under this section shall pay the entire expense of issuing registration receipts and license plates under Chapter 501 or 502 from the compensation allowed under this section.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by

Acts 1997, 75th Leg., ch. 165, Sec. 30.44(b), eff. Sept. 1, 1997.
Transferred, redesignated and amended from Transportation Code, Section 502.109 by Acts 2011, 82nd Leg., R.S., Ch. 1290, Sec. 32, eff. September 1, 2011.
Transferred, redesignated and amended from Transportation Code, Section 502.109 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 226, eff. January 1, 2012.

Sec. 520.007. COUNTY BRANCH OFFICES. (a) The commissioners court of a county may authorize the county assessor-collector to:

(1) establish a suboffice or branch office for vehicle registration at one or more locations in the county other than the county courthouse; or

(2) appoint a deputy to register vehicles in the same manner and with the same authority as though done in the office of the assessor-collector.

(b) The report of vehicles registered through a suboffice or branch office shall be made through the office of the county assessor-collector.

Transferred, redesignated and amended from Transportation Code, Section 502.111 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 227, eff. January 1, 2012.

Sec. 520.008. FULL-SERVICE DEPUTIES. (a) A full-service deputy appointed under Section 520.0091 shall accept any application for registration, registration renewal, or title transfer that the county assessor-collector may accept.

(b) A full-service deputy may charge and retain an additional motor vehicle registration fee not to exceed $5 for each motor vehicle registration issued.

(c) A county assessor-collector may delegate to a full-service deputy, in the manner selected by the assessor-collector, the authority to use data processing equipment and software provided by the department for use in the titling and registration of motor vehicles. The department may not limit a county assessor-collector's ability to delegate the assessor-collector's functions regarding the titling and registration of motor vehicles to a qualified full-service

deputy in the manner the assessor-collector considers appropriate.

Transferred, redesignated and amended from Transportation Code, Section 502.114 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 228, eff. January 1, 2012.

Sec. 520.009. LIMITED-SERVICE DEPUTIES. (a) A limited-service deputy appointed under Section 520.0091 may only accept registration renewals provided by the department and may not prepare or accept an application for title transfer.

(b) The county assessor-collector may pay a limited-service deputy an amount not to exceed the fee the assessor-collector could collect under Section 520.006(a) for each registration receipt issued. The commissioners court of the county may permit a limited-service deputy to charge and retain an additional fee not to exceed $1 for each registration receipt issued by the deputy.

Transferred, redesignated and amended from Transportation Code, Section 502.113 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 229, eff. January 1, 2012.

Sec. 520.0091. DEPUTY ASSESSOR-COLLECTORS. (a) A county assessor-collector, with the approval of the commissioners court of the county, may deputize an individual or business entity to:

(1) issue motor vehicle registration receipts as a limited-service deputy; or

(2) issue motor vehicle registration receipts and prepare or accept applications for title transfers as a full-service deputy.

(b) An individual or business entity is eligible to be deputized as a limited-service deputy if the person:

(1) is trained to issue registration receipts by the county assessor-collector; and

(2) posts a bond payable to the county assessor-collector:

(A) in an amount determined by the assessor-collector; and

(B) conditioned on the person's proper accounting and remittance of all fees the person collects.

(c) An individual or business entity is eligible to be deputized as a full-service deputy if the person:

(1) meets the requirements of Subsection (b); and

(2) has experience in title transfers.

(d) A person deputized under this section shall keep a separate account of the fees collected and a record of daily receipts.

Transferred and redesignated from Transportation Code, Section 502.112 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 230, eff. January 1, 2012.

Sec. 520.0092. ACTS BY DEPUTY COUNTY ASSESSOR-COLLECTOR. A deputy county assessor-collector, other than a limited service deputy appointed under Section 520.0091, may perform the duties of an assessor-collector under Chapter 501.

Transferred, redesignated and amended from Transportation Code, Section 501.136 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 231, eff. January 1, 2012.

Sec. 520.0093. LEASE OF ADDITIONAL COMPUTER EQUIPMENT. (a) This section applies only to the lease of equipment to a county for the operation of the automated registration and titling system in addition to the equipment provided by the department at no cost to the county under a formula prescribed by the department.

(b) On the request of the tax assessor-collector of a county, the department may enter into an agreement with the commissioners court of that county under which the department leases additional equipment to the county for the use of the tax assessor-collector in operating the automated registration and titling system in that county.

(c) A county may install equipment leased under this section at offices of the county or of an agent of the county.

(d) Equipment leased under this section:

(1) remains the property of the department; and

(2) must be used primarily for the automated registration and titling system.

(e) Under the agreement, the department shall charge an amount not less than the amount of the cost to the department to provide the

additional equipment and any related services under the lease. All money collected under the lease shall be deposited to the credit of the state highway fund.

Redesignated and amended from Transportation Code, Section 520.002 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 232, eff. January 1, 2012.

SUBCHAPTER B. ADMINISTRATIVE PROVISIONS

Sec. 520.015. INFORMATION CONSOLIDATION STUDY. (a) In consultation with the Department of Public Safety, the department shall conduct a study on the consolidation of similar information that is collected separately by each agency. The study should include recommendations that sufficiently protect the privacy of the public and the security and integrity of information provided.

(b) The study must be completed not later than September 1, 2012.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 234, eff. January 1, 2012.

Sec. 520.016. GENERAL PENALTY. (a) A person commits an offense if the person violates this subchapter in a manner for which a specific penalty is not provided.

(b) An offense under this section is a misdemeanor punishable by a fine of not less than $50 and not more than $200.

(c) This section does not apply to a violation of Section 520.006, 520.008, 520.009, 520.0091, or 520.0092.

Transferred, redesignated and amended from Transportation Code, Section 520.036 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 235, eff. January 1, 2012.

SUBCHAPTER E. MOTOR VEHICLE TITLE SERVICES

Sec. 520.051. DEFINITIONS. In this subchapter:

(1) "Motor vehicle" has the meaning assigned by Section 501.002.

(2) "Motor vehicle title service" means any person that

Dealer User Guide

July 2014

webDEALER 1.2.0

Texas Department *of* Motor Vehicles

HELPING TEXANS GO. HELPING TEXAS GROW.

Table of Contents

Overview 3

Getting Started 5

Add Users 7

Title Application - Seller Disclosure 11

The Buyer Acknowledgement 14

Completing the Application 17

Printing Receipts 25

Payments 28

Appendices 29

Overview

What can webDEALER do for you?

Title work is submitted electronically to county offices. Included with each submission are images of the required documents necessary to process the title application including, but not limited to, the Manufacturer's Certificate of Origin (MCO), Form 130-U, Statement of Fact, and Power of Attorney. WebDEALER provides a straight forward process to transfer information quickly from a dealer's management system to webDEALER, as well as a manual entry option (keyboard entry). When you're ready, submitting the title application to the county is literally a click of a button.

Features

Entering title applications on the web allows dealers and counties to use a more streamlined title and registration application process for a more efficient approval process:

- Validation of allocated inventory to dealers.
- System monitoring of the number of outstanding title transactions for a dealership eliminates the need of the Form VTR-31-RTS requirement.
- Option to setup dealers without inventory – instead the county assigns the plate and prints the sticker. No bonding required.
- Allows your dealership to electronically submit title applications to multiple counties, once approved and set up by each county.
- Transfer of special plates with live calculation of the prorated fees.
- Easily see the reason for the return of a title transaction.
- Visibility of all titles from start to finish.
- Payments for each transaction are calculated precisely.

Special Note on Signatures

With webDEALER, there are two ways a dealer can process and complete a webDEALER transaction:

1. Upload of the completed Application for Texas Title (Form 130-U), or
2. Electronically capture the seller's and buyer's signature using the Seller's Disclosure and Buyer's Acknowledgement login page.

Upload of the Application for Texas Title (Form 130-U)

This method requires the dealer to upload the title application (Form 130-U) in order for the transaction to be electronically processed in webDEALER. The "Closer" at the dealership will not have to login to webDEALER to create the "Seller's Disclosure" and get the "Buyer's Acknowledgment" during the closing. Instead, the "Closer" and buyer(s) will continue to sign the Form 130-U as they normally do, and the dealership's titling clerk will then upload it when processing the transaction.

Electronically capture the buyer's signature using a buyer's login page and acknowledgement

This method requires that the dealer begins the transaction by creating the seller's disclosure page at the time of sale. The buyer must have a valid Texas Driver License/Identification (ID) card and is required to "login" to webDEALER using the last eight-digits of the VIN, Texas Driver License/ID number, Date of Birth, Driver License/ID card audit number and last four-digits of the Social Security number to complete the Buyer's Acknowledgement page. A successful login and acknowledgement by the buyer constitutes the required signature for the odometer reading and sales price. The Form 130-U is not required to be uploaded in this case, and this will be evident when processing the transaction through this method.

See Appendix 2 for a detailed list of requirements for the buyer's acknowledgement process.

Getting Started

What to expect

The county tax office and TxDMV staff are available to answer your questions.

In order to have access to webDEALER, you must have access to eTags. The Username and Password for eTags will be the same for webDEALER. Dealers must provide the county with an eTags Username for the dealer's first administrative user. The eTags Username is required for the county to authorize a user to access webDEALER.

Please review the Equipment Requirements section in the appendix to ensure your equipment is compatible and you have all needed supplies.

Setup

The county tax office will set up the dealership in webDEALER. In addition to setting up the dealership, they will also set up the initial user to be the administrator at the dealership. The dealership administrator is responsible for adding additional users.

To submit title applications to multiple counties, each of those counties must authorize your dealership.

Recommendations

1. To achieve the most benefit from webDEALER, it is highly recommended that payments be made via Automated Clearing House (ACH). Your county tax office can assist with this process.
2. To ensure the process is working, we recommend processing at least one or two titles during the first week.

You should know

The Form VTR-31-RTS is not required for a webDEALER transaction.

You cannot set a bookmark for webDEALER once the application has been started. You will need to access it through the login page each time.

The MCO must be scanned, attached, and show both sides (with the "Surrendered" stamp on the back).

Reminder check list

Please have the following items ready to begin processing your title applications:

- ☐ Internet capability
- ☐ URL for webDEALER (https://webdealer.txdmv.gov)
- ☐ eTags user accounts set up, *and access to webDEALER verified*
- ☐ Printer
- ☐ Scanner
- ☐ Surrendered stamp

If you have any questions, please contact your county tax office.

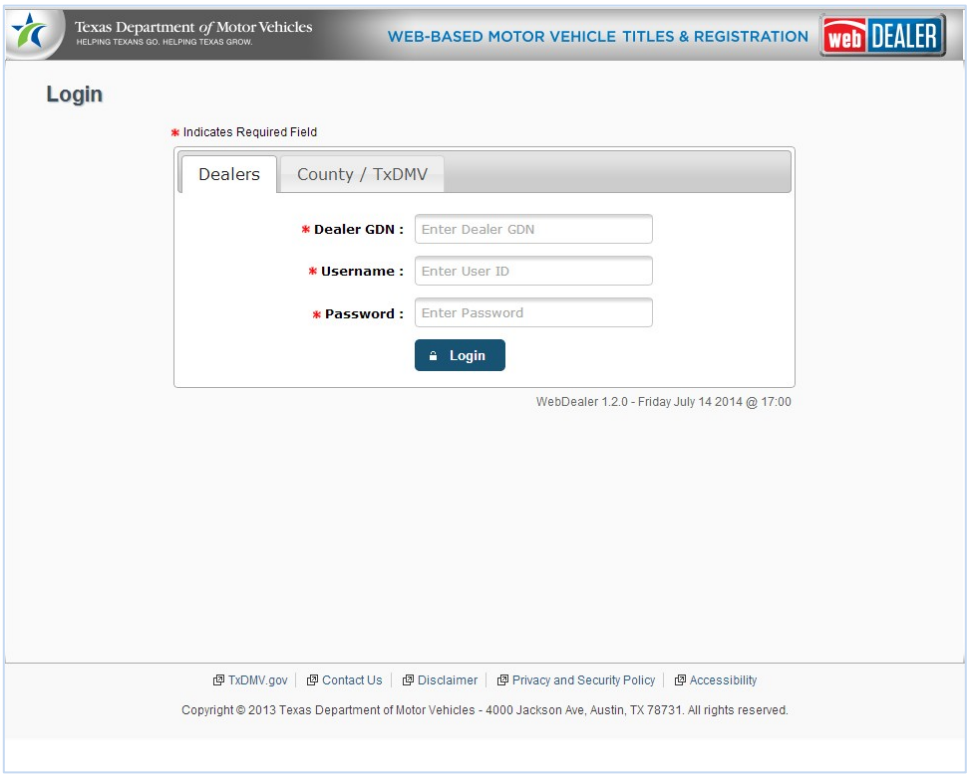
Add Users

webDEALER is designed to have a minimum of two users within the dealership designated as administrators with access to all Assigned Permissions. The administrator adds users to the dealership.

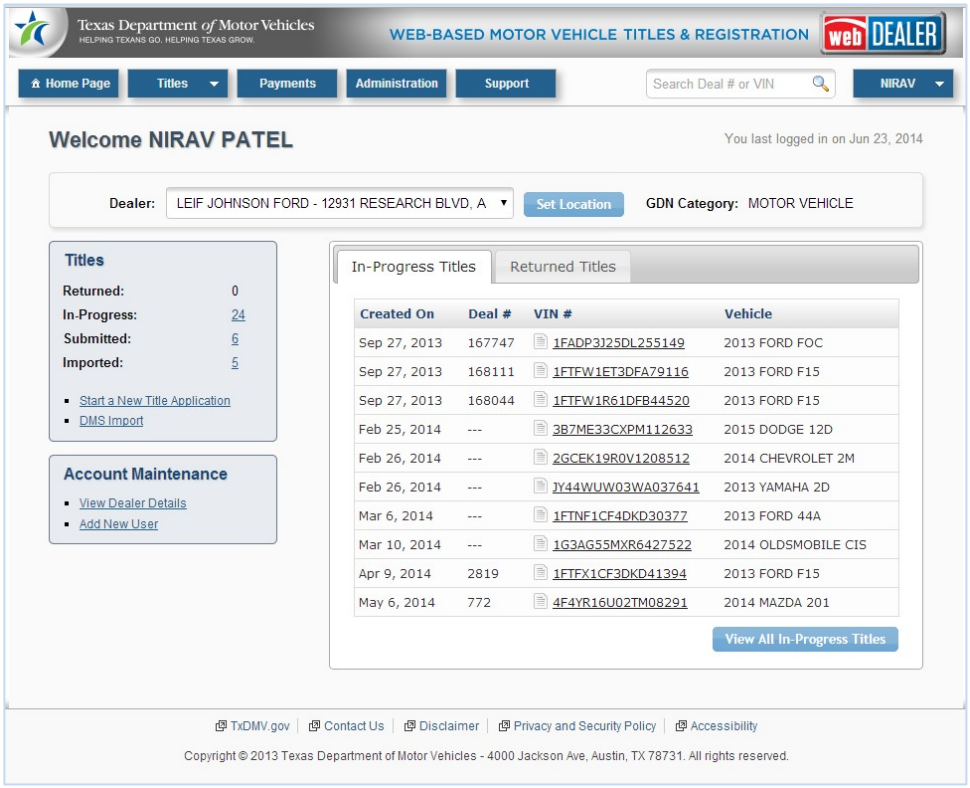
Users must first have access to eTags in order to access webDEALER. The Username and Password for eTags will be the same for webDEALER. *Note: Password resets must be completed through eTags.*

To add a user to webDEALER

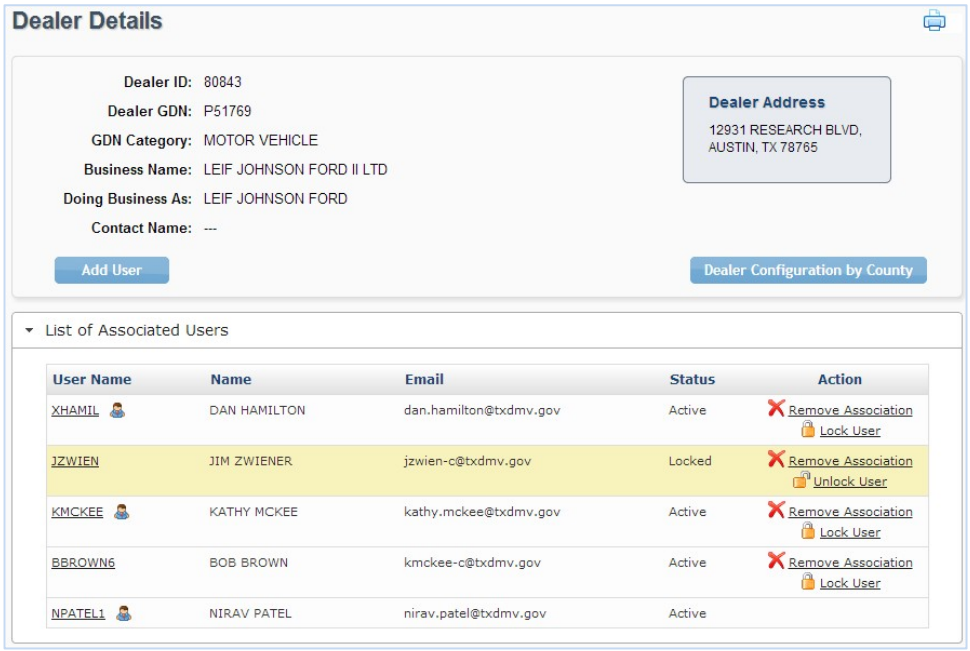
1. The administrator logs into webDEALER.



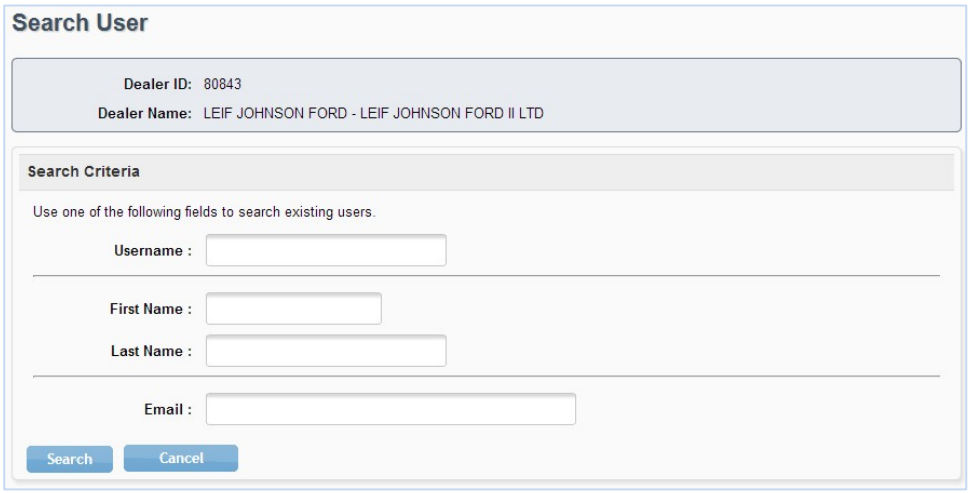
2. On the home page in webDEALER, click the “Administration” tab.



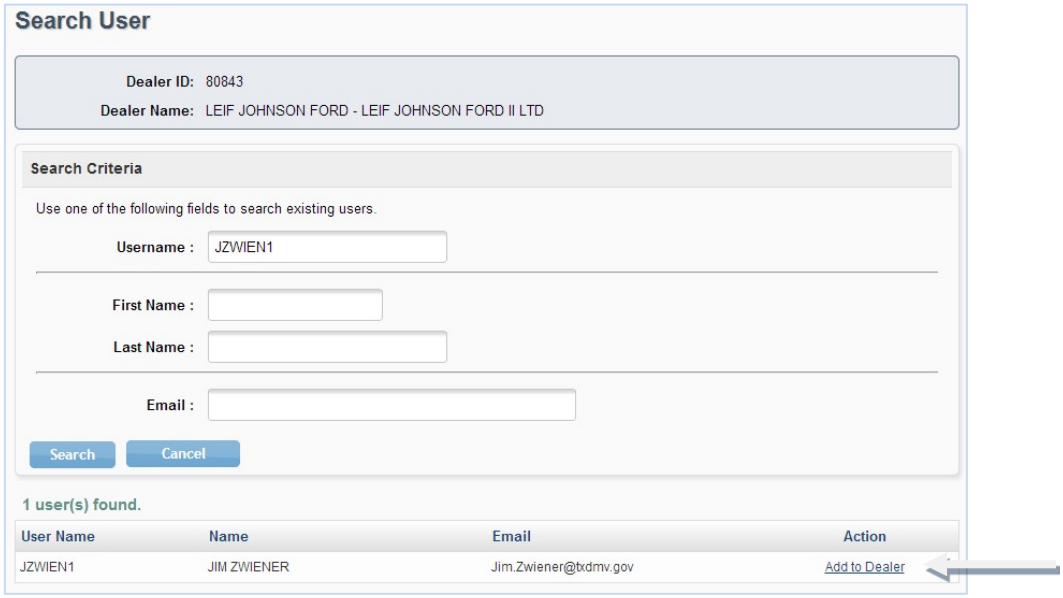
3. Dealer Details lists the dealership information and currently authorized users.
4. On the Dealer Details page, click “Add User.”



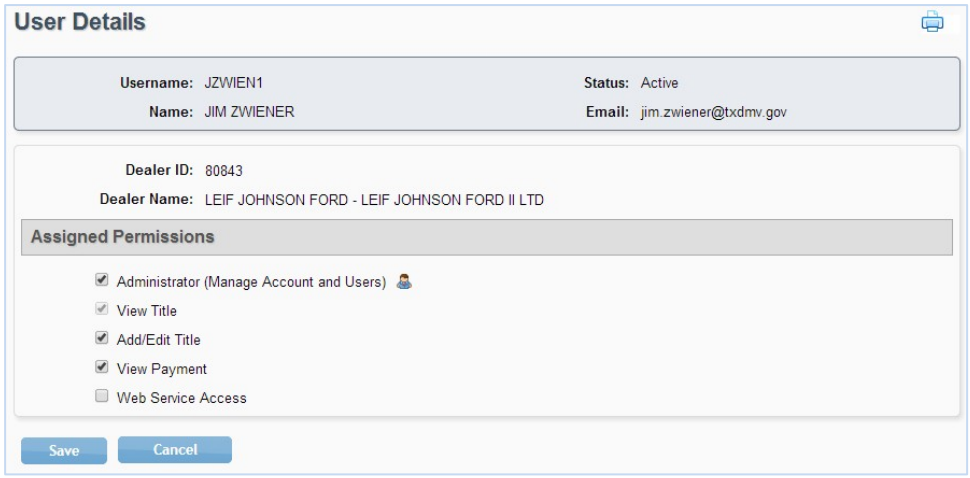
5. Search for the user by entering their eTags information. Enter their Username, or their First and Last Name, or their email Address. Click “Search.” *Note: A search by the Username yields the best results.*



6. From the search results, locate the user to add, and click “Add to Dealer” under the Action column.

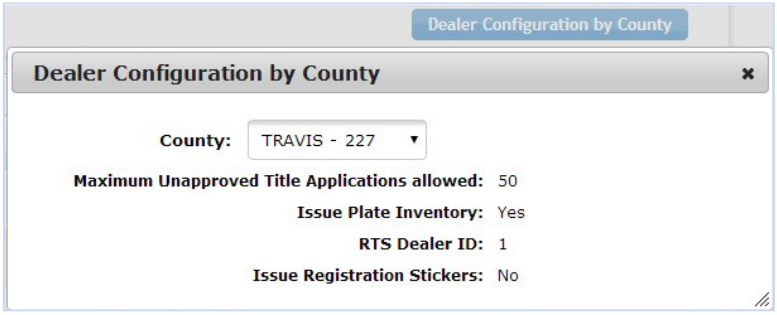


7. Choose options for the user under the Assigned Permissions. *Note: The "Web Service Access" permission is for setup of a dealer vendor integrated solution. It is for future use. More information will be made available when piloting of the integrated solution is complete.*



8. Click "Save."

Note: The "Dealer Configuration by County" button on the "Dealer Details" page displays the allowances placed on the dealership by each county.



Title Application – Seller Disclosure

The Seller Disclosure information must be completed and saved before you can continue with the title application. It is on the Seller Disclosure page where the dealer makes the choice to file the title transaction by capturing an electronic signature of the seller and buyer, or to upload the Form 130-U.

There are two ways to begin title applications.

Using an imported file

1. Proceed at the time of importing a file

   If you have finished importing a transaction, select "Title Preview" to view the import information. To complete the Seller Disclosure, click on the "Seller Disclosure" icon.

   The vehicle information in the Seller Disclosure section of the title application is populated with the VIN, deal number, year, make, model, and body style, as applicable.

2. Previously imported file

   If title transactions were previously imported, locate these transactions from the home page. Click the blue "Imported" number in the titles activity box. This displays a search filter box to assist in locating the transaction to be worked. Once the transaction is found, click the "VIN" to open the Title Preview.

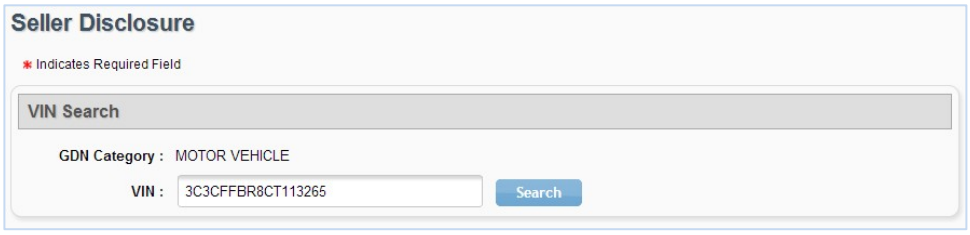
   Additionally, you can also locate the transaction from the home page by placing your cursor over the "Titles" tab and selecting "Title Search" from the dropdown. Use the search filter box with the status of Import, and click the "VIN" to open the Title Preview.

Note: Please refer to the Importing DMS Files section found in the Appendix for more information.

Creating a title application manually

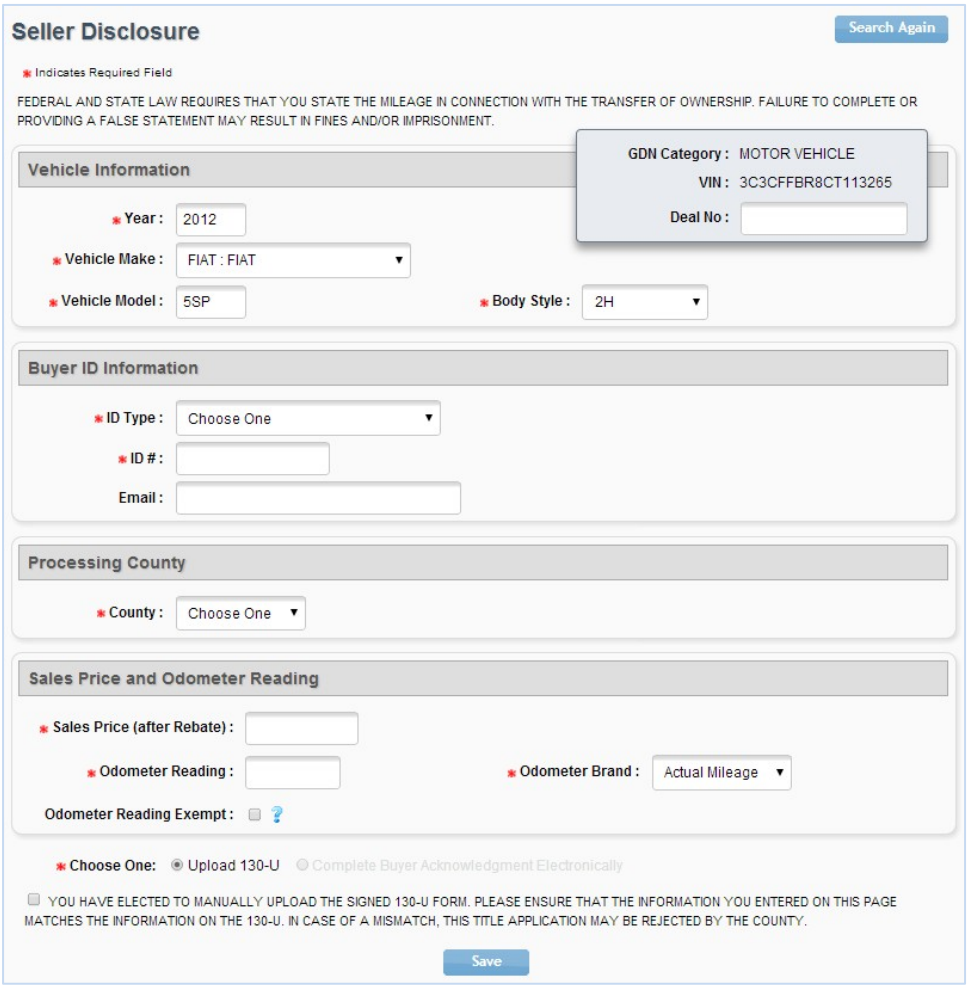
To create an application by entering all information manually, begin on the home page.

1. Click on "Start a New Title Application" in the titles activity box.
2. Enter the "VIN" and click "Search."



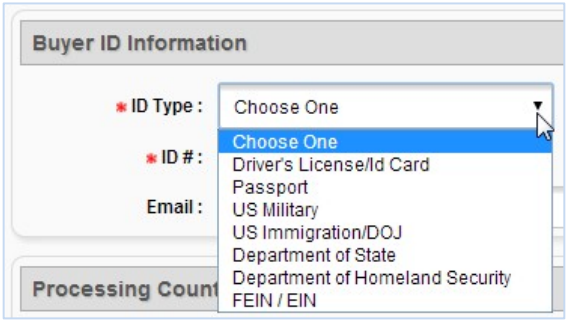
The vehicle information will populate with the year, make, model, and body style. In the event that these values are not populated, they must be entered by the user.

3. Enter the optional "Deal #." See the next page for more details on the entries for this page.

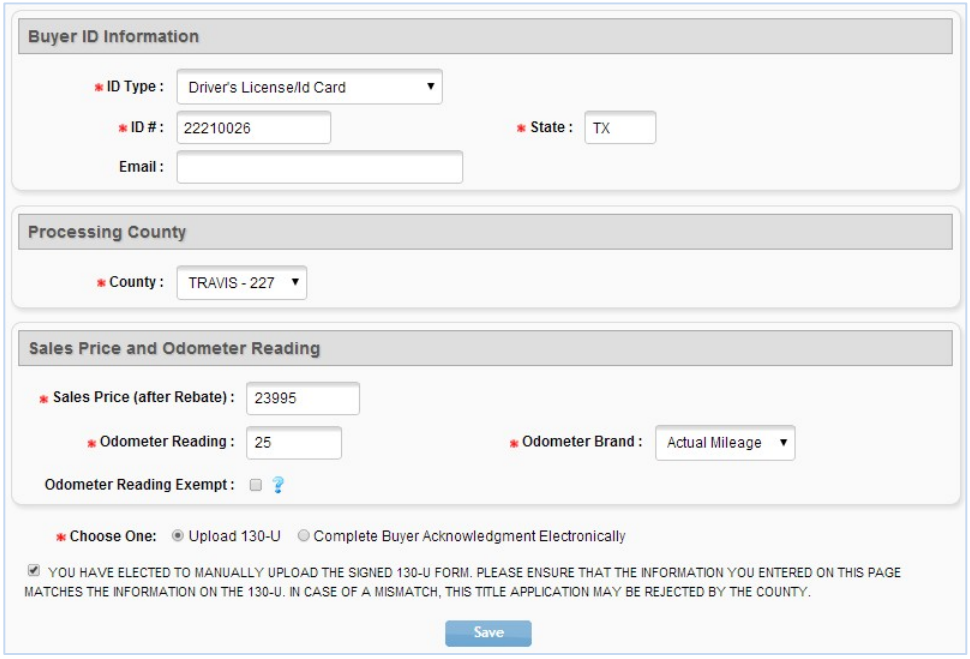


To complete the Seller Disclosure:

1. Enter the buyer's ID Information: ID type, ID number, and email address.



2. From the dropdown, select the buyer's choice of county to process the title application. *Note: If the buyer chooses to have the title application and taxes paid to a county not listed in the dropdown, the title application cannot be processed through webDEALER.*
3. Enter Sales Price. This will include the rebate amount. The trade-in amount and vehicle information will be entered on the sales tax portion of the application later in the application process.
4. Enter the Odometer Reading, and select the Odometer Brand. Select Exempt if it applies.
5. Select "Upload 130-U" or "Complete Buyer Acknowledgement Electronically." This selection is based upon your dealership's process.
6. Check the "Certification Box" and "Save."



Note: "Complete Buyer Acknowledgement Electronically" (at the bottom of this screen) is only available when a Texas Driver License or ID card is selected. If a Texas Driver License or ID card is not selected, only the "Upload 130-U" option is available.

7. When the Seller's Disclosure is saved, the title application status is marked In-Progress, and you are advanced to the Vehicle Information page. (Once the Seller's Disclosure has been saved, the "Closer" does not have to complete the remaining information.)

Note: If the buyer's email address was provided and "Complete Buyer Acknowledgement Electronically" is chosen, an email is immediately sent containing the link to the Buyer Acknowledgement login page (the Buyer Acknowledgment login page may also be accessed by a bookmark in the dealer's internet browser).

The Buyer Acknowledgement

This section only applies to title applications where the option to "Complete Buyer Acknowledgement Electronically" is chosen. *Note: There is a $0.50 Owner Verification Fee for completing the Buyer's Acknowledgement. The fee is charged to the buyer.*

The information in the Seller Disclosure section of the title application is the information used to populate the Buyer Acknowledgement, which can be completed immediately after the Seller Disclosure page is saved. Once the Seller Disclosure section is completed and saved, a system generated email is sent to the buyer if an e-mail address was provided. The buyer accesses the webDEALER Buyer Acknowledgement Login website through the link supplied in the email (or through a bookmark on a P.C.) and acknowledges the information is correct.

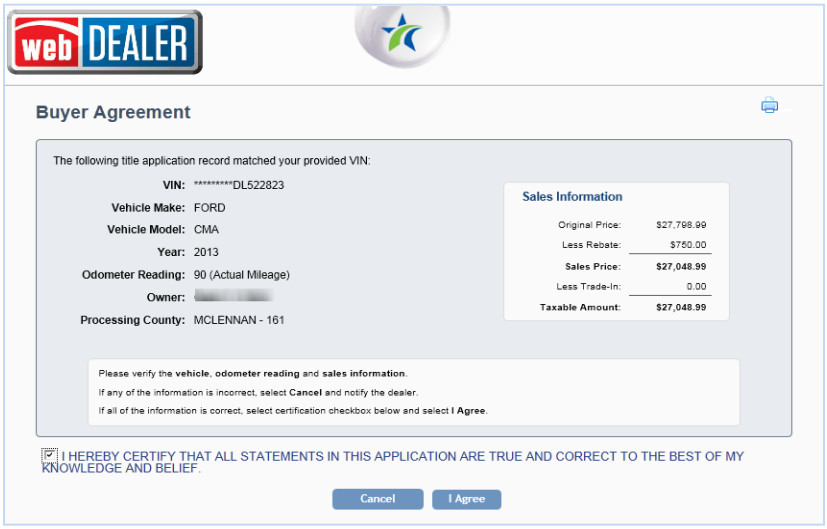
Once the Seller Disclosure is saved, the information contained cannot be changed. If any information is incorrect, the application must be voided and another application created. The title application cannot be submitted to the county without the buyer acknowledging the information is correct.

To complete the Buyer Acknowledgement

1. Open the email from webDEALER.
2. The email contains a hyperlink to the webDEALER Buyer Acknowledgement Login website. "Click" the URL, or copy and paste the URL address in the web browser.
3. The Buyer must enter:
    - The last 8 digits of the VIN of the vehicle they are purchasing
    - Their Texas Driver License/ID number
    - Their Driver License/ID audit number
    - Their date of birth
    - Last 4 digits of their SSN

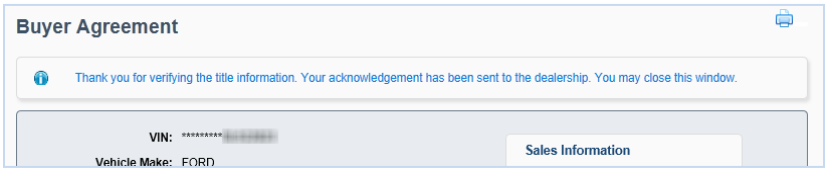


4. Click "Login."
5. The Buyer Agreement page displays the vehicle information along with the sales information.



Note: The buyer can print a copy by clicking the printer icon in the top right corner of the agreement.

6. If the information is correct, the buyer will click the box beside the certification statement.
7. Click "I agree."
8. A confirmation screen displays with the message "Thank you for verifying the information. Your acknowledgement has been sent to the dealership. You may close this window."



The title application is automatically updated.

The dealer can now complete the rest of the title application for submission to the county tax office.



Note: Texas Driver Licenses/IDs are checked against an outside database each time the buyer logs in to the Buyer Acknowledgement Login website using driver license/ID information.

After the buyer attempts to log in three times unsuccessfully, you must wait 24 hours before the buyer can try again.

WDDLRBUYERACK1113

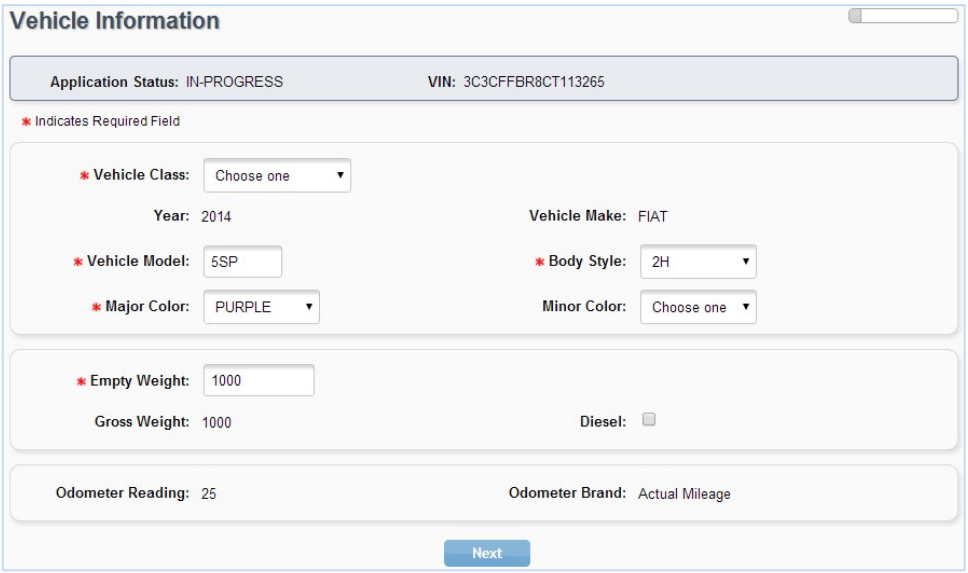
Completing the Application

After the Seller Disclosure is saved, the title application status is marked “In-Progress.”

To complete the remaining application information, select the VIN for an In-Progress title to open the Title Preview page, and click the edit icon located in the upper right corner of each section.

Vehicle Information

Complete the Vehicle Information page and click “Next.” *Note: This screen will display differently based on the type of dealer.*



Additional Title Information

There are only two items on this page, and both are already selected. Click “Next.”



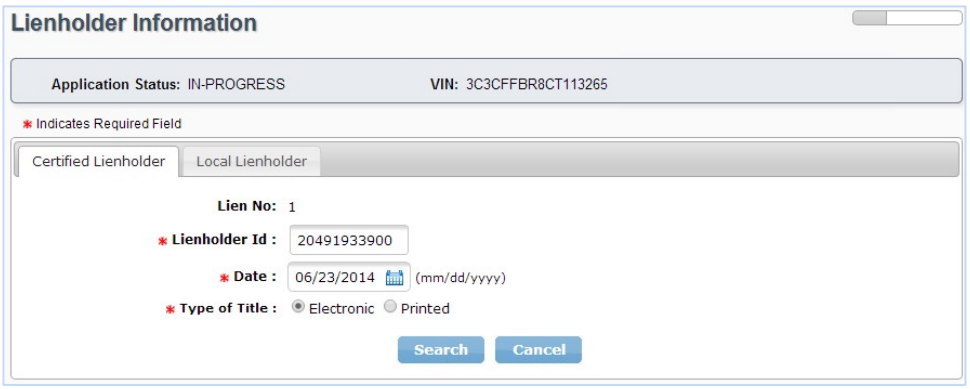
Lienholder Information

Cash sales and financed sales are indicated on this page.

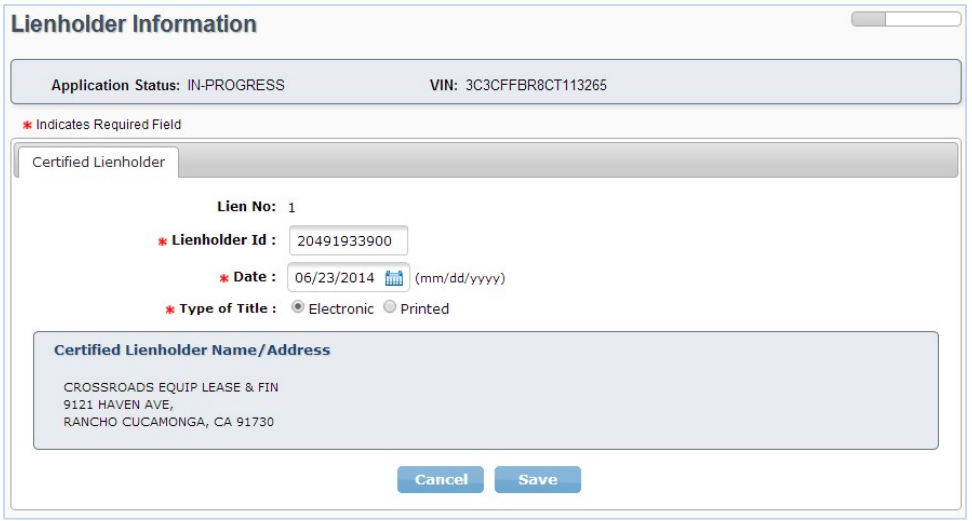
1. To record a lien, click “Lienholder(s).”



2. Enter the certified Lienholder Id and date of lien. If the lienholder is Electronic Lien Title (ELT) certified, leave Type of Title as “Electronic.” Click “Search.”



3. Confirm the ELT lienholder results and click “Save.”



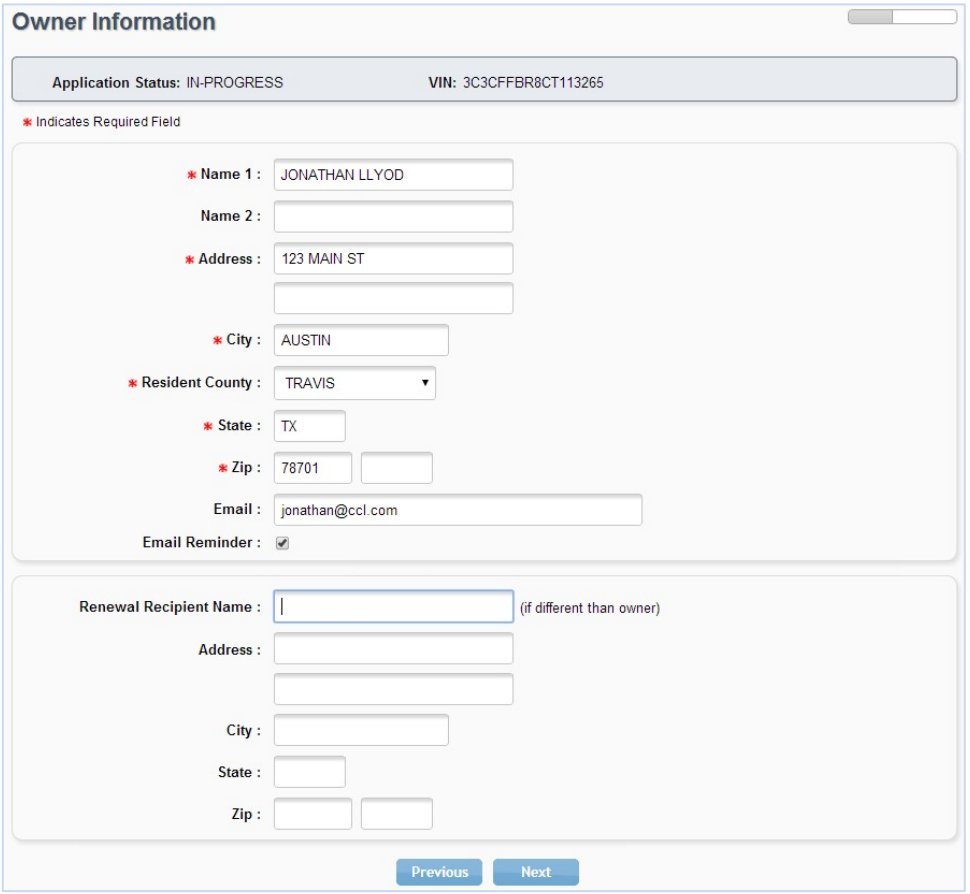
4. Lienholder is added to the list of lienholders.



5. Click “Next.”

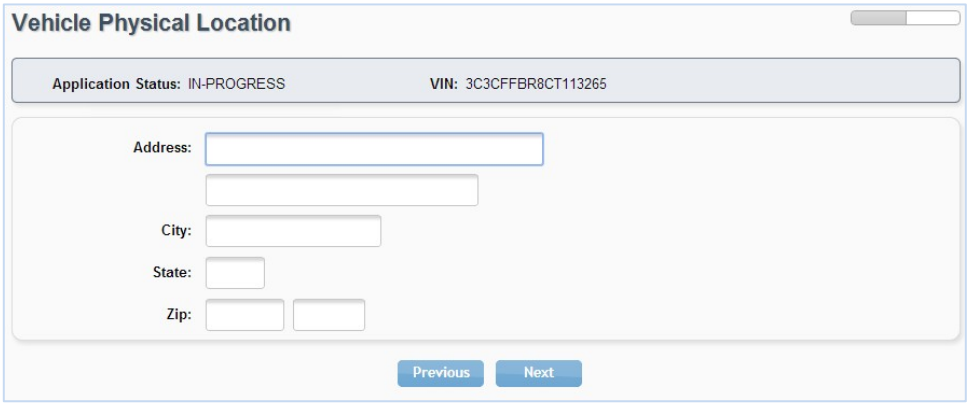
Owner Information

Complete the Owner Information page and click “Next.”



Vehicle Physical Location

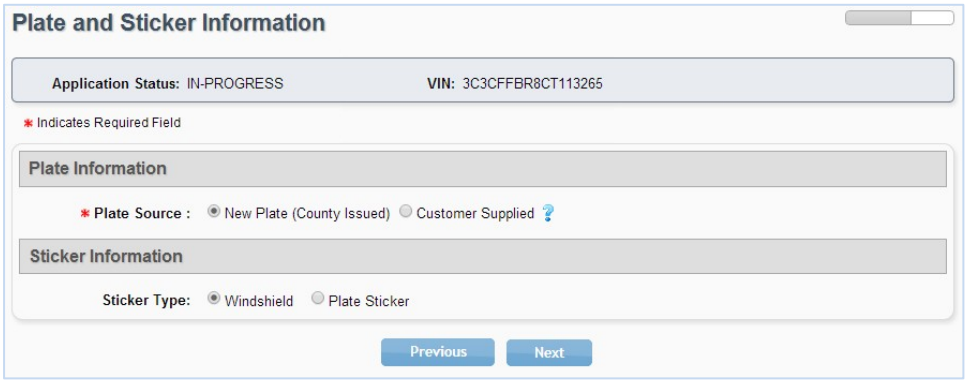
If applicable, enter the Vehicle Physical Location. Click “Next.”



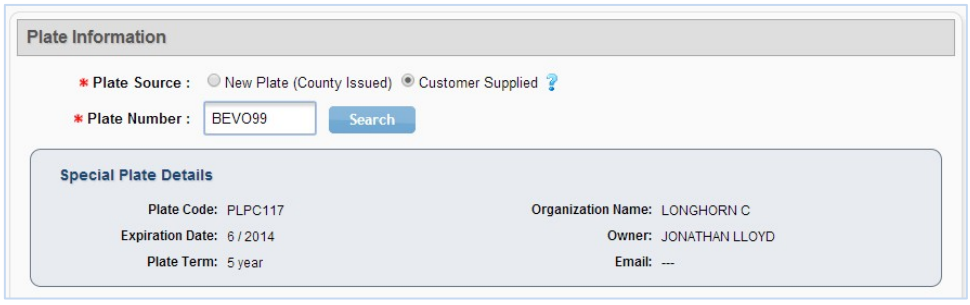
Plates and Stickers

Depending upon the processing county chosen on the Seller Disclosure page, dealers may or may not have plates to assign.

1. If plates are supplied by the county, enter the Plate Number, and click “Next.”
2. If plates are not supplied by the county where the title application is being submitted, the New Plate will indicate “(County Issued).” Click “Next” to continue.



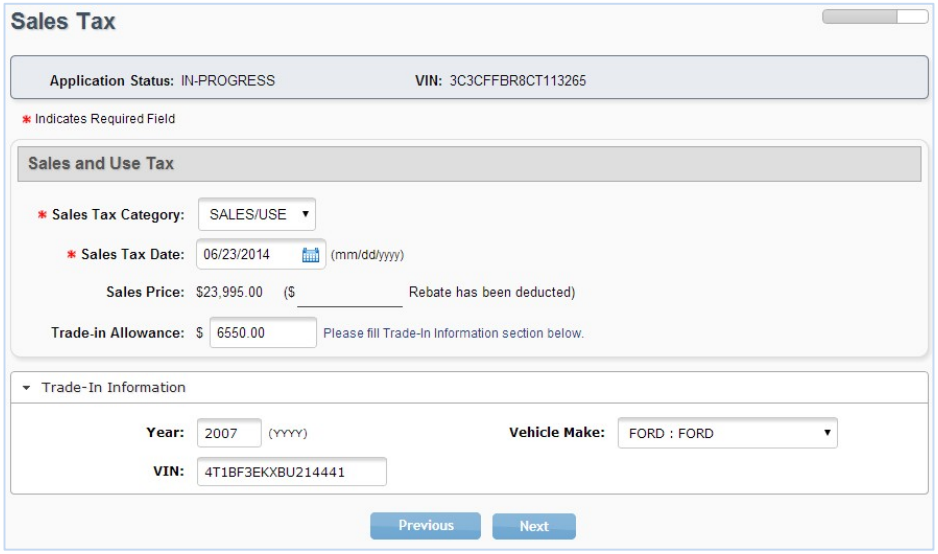
3. If the buyer desires to transfer an existing plate (may be a general issue or special plate) to the new vehicle, select “Customer Supplied,” and enter the plate number. Click “Search” to return the plate ownership information. Confirm that the license plate owner is the same as the buyer, and click “Next.”



Note: Some Customer Supplied plates are special plates and may result in a prorated fee to sync the special plate expiration with the new vehicle registration. This fee will be calculated in the Fees section of the title application.

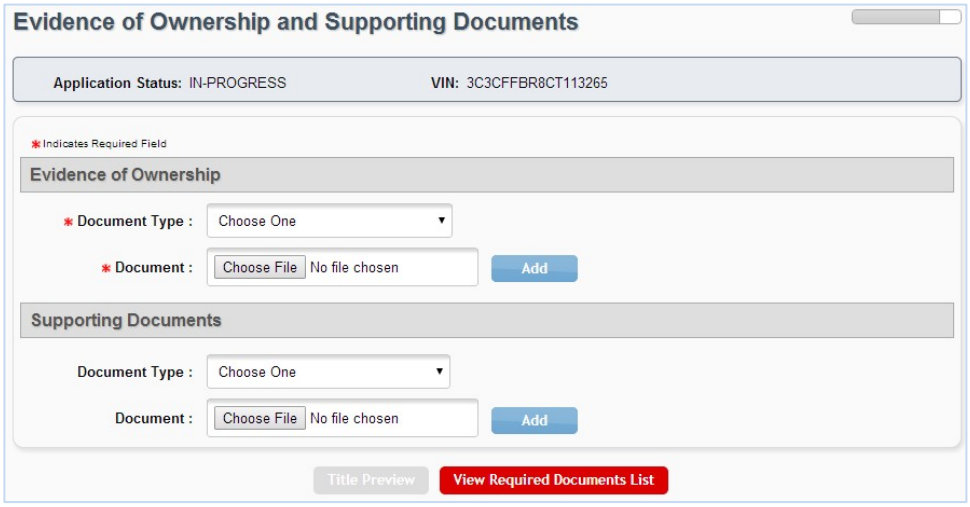
Sales Tax Information

Enter the applicable sales tax information, including the trade-in. Click "Next." *Note: The "Trade-in Information" displays once the "Trade-in Allowance" is entered.*



Evidence of Ownership and Supporting Documents

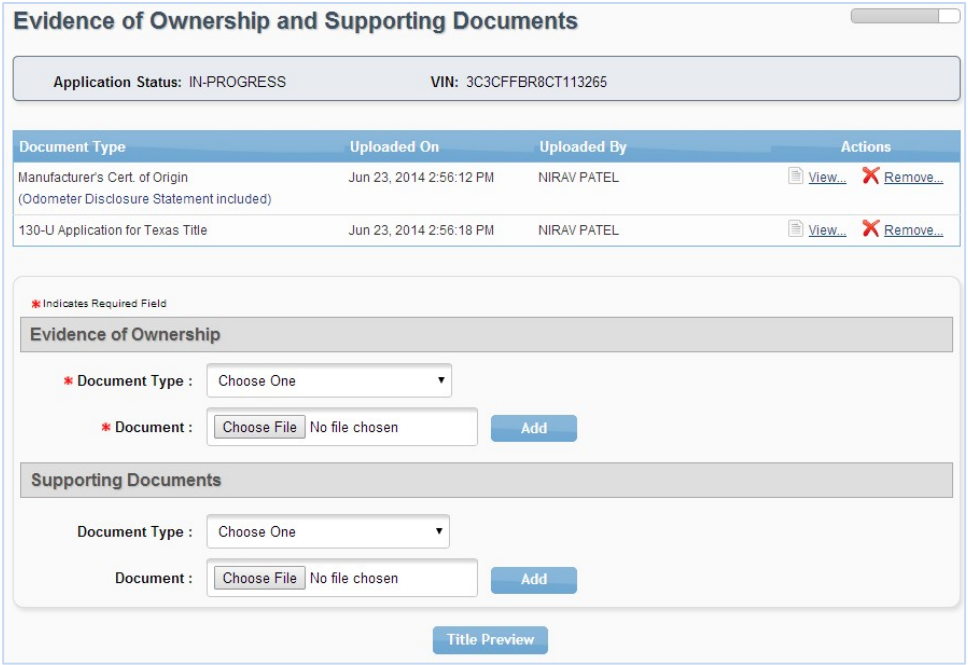
Upload the appropriate Evidence of Ownership document on this page. If the title application requires additional supporting documents, upload those as well.



Press View Required Documents List to view missing documents.



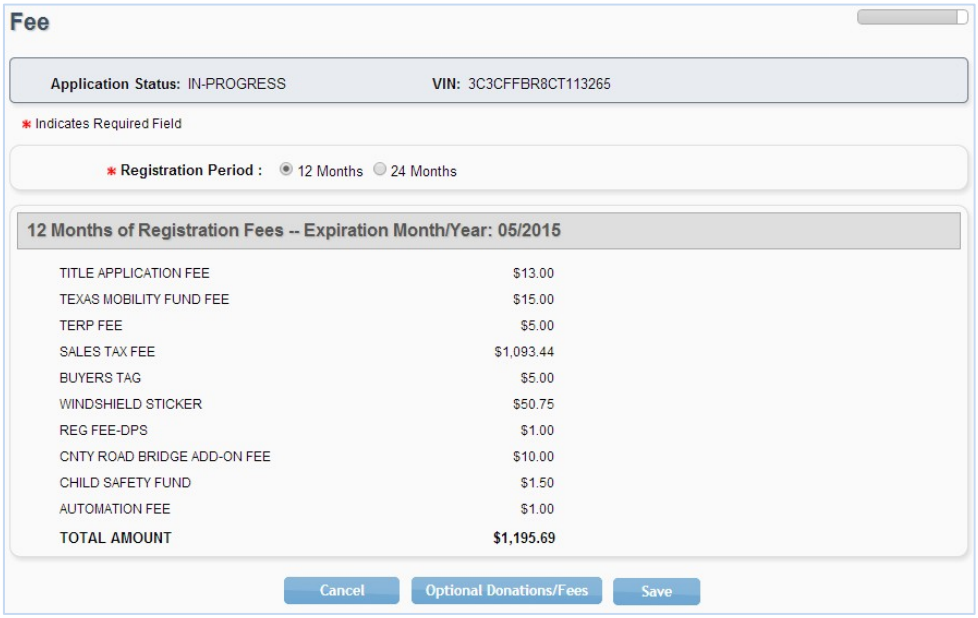
Note: If a signed Odometer Disclosure Statement is on the back of the MCO, this can be specified upon upload of the MCO. If this is not the case, a separate statement is required to be uploaded.



Each document is shown at the top of the page as they are uploaded. Title Preview becomes available when all document requirements are met.

Fees

1. From the Title Preview page, click the edit icon next to Fees.
2. If the buyer wishes to make a donation to the Organ Donor Donation Fund, Veterans' Fund or the State Parks, click "Optional Donations/Fees."



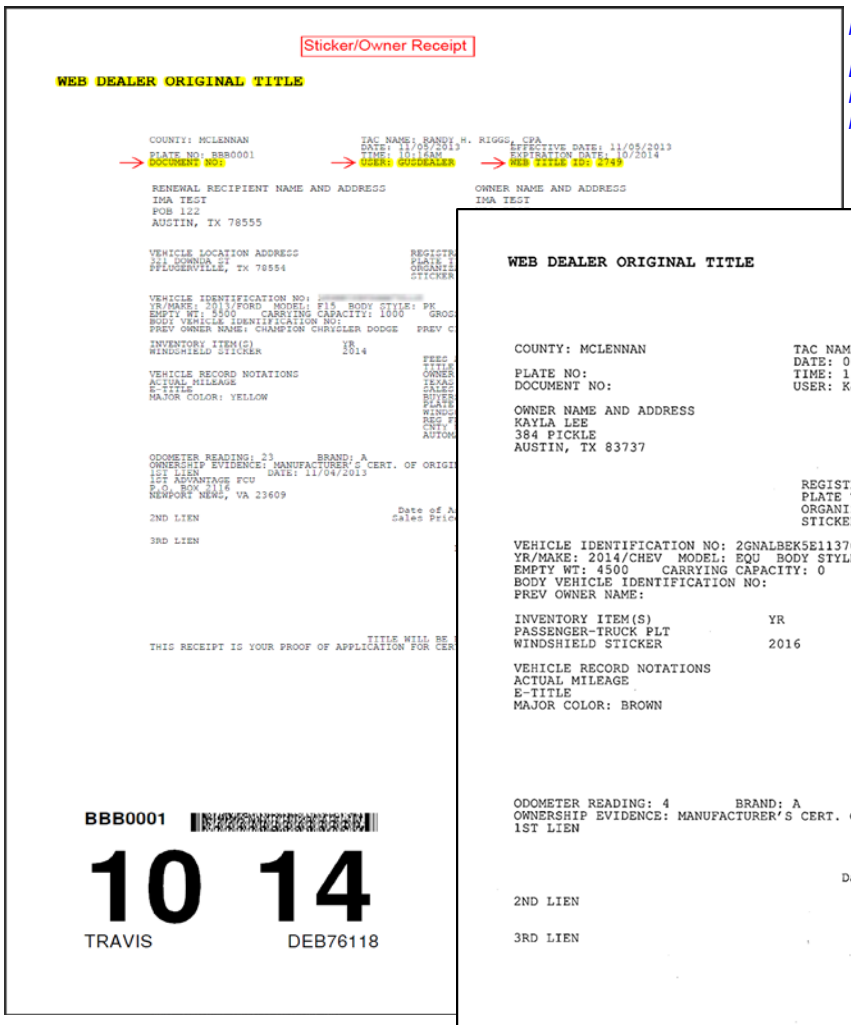
3. Additional changes can be made to the donations portion of the page. When the correct amount is displayed, click on "Update Fees."



4. When the fee amounts are correct, click "Save."

Printing Receipts

The first opportunity to issue the buyer a title application receipt is immediately after the application is submitted to the county. It will have a webDEALER Title ID number (*Fig. 1 & 2*).


Sticker/Owner Receipt

WEB DEALER ORIGINAL TITLE

COUNTY: MCLENNAN
PLATE NO: BBB0001
DOCUMENT NO:
TAC NAME: RANDY H. RIGGS, CPA
DATE: 11/05/2013
TIME: 10:11AM
USER: GUIDEALER
EFFECTIVE DATE: 11/05/2013
EXPIRATION DATE: 10/2014
WEB TITLE ID: 2749

RENEWAL RECIPIENT NAME AND ADDRESS
IMA TEST
POB 122
AUSTIN, TX 78555

OWNER NAME AND ADDRESS
IMA TEST

VEHICLE LOCATION ADDRESS
241 DOWNUP ST
FRISCOVILLE, TX 78554

VEHICLE IDENTIFICATION NO:
YR/MAKE: 2013/FORD MODEL: F15 BODY STYLE: PK
EMPTY WT: 5000 CARRYING CAPACITY: 1000
BODY VEHICLE IDENTIFICATION NO:
PREV OWNER NAME: CHAMPION CHRYSLER DODGE

INVENTORY ITEM(S)
WINDSHIELD STICKER
YR
2014

VEHICLE RECORD NOTATIONS
ACTUAL MILEAGE
E-TITLE
MAJOR COLOR: YELLOW

ODOMETER READING: 23 BRAND: A
OWNERSHIP EVIDENCE: MANUFACTURER'S CERT. OF ORIGI
1ST LIEN DATE: 11/04/2013
1ST ADVANTAGE FCU
P.O. BOX 2116
NEWPORT NEWS, VA 23609

2ND LIEN

3RD LIEN

THIS RECEIPT IS YOUR PROOF OF APPLICATION FOR CER

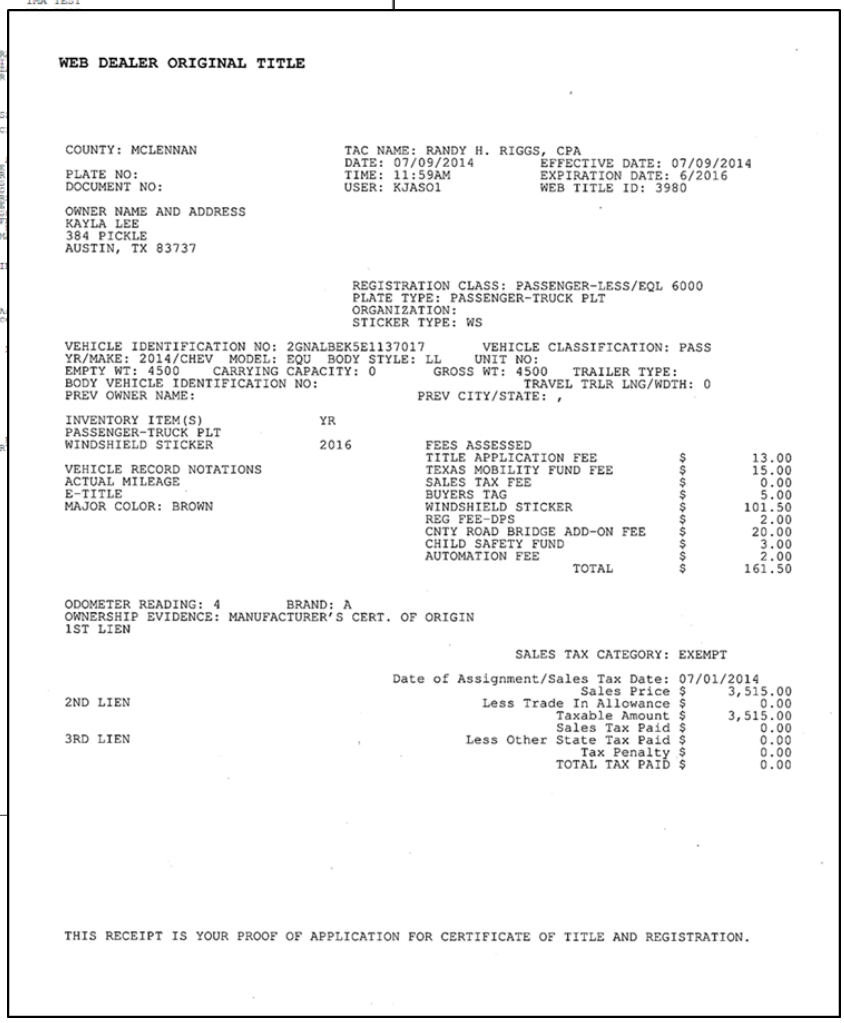
BBB0001

10 14

TRAVIS DEB76118

Fig. 1

Dealer Issued Plate Inventory and Sticker Receipt


WEB DEALER ORIGINAL TITLE

COUNTY: MCLENNAN
PLATE NO:
DOCUMENT NO:
TAC NAME: RANDY H. RIGGS, CPA
DATE: 07/09/2014
TIME: 11:59AM
USER: KJASO1
EFFECTIVE DATE: 07/09/2014
EXPIRATION DATE: 6/2016
WEB TITLE ID: 3980

OWNER NAME AND ADDRESS
KAYLA LEE
384 PICKLE
AUSTIN, TX 83737

REGISTRATION CLASS: PASSENGER-LESS/EQL 6000
PLATE TYPE: PASSENGER-TRUCK PLT
ORGANIZATION:
STICKER TYPE: WS

VEHICLE IDENTIFICATION NO: 2GNALBEK5E1137017 VEHICLE CLASSIFICATION: PASS
YR/MAKE: 2014/CHEV MODEL: EQU BODY STYLE: LL UNIT NO:
EMPTY WT: 4500 CARRYING CAPACITY: 0 GROSS WT: 4500 TRAILER TYPE:
BODY VEHICLE IDENTIFICATION NO: TRAVEL TRLR LNG/WDTH: 0
PREV OWNER NAME: PREV CITY/STATE: ,

INVENTORY ITEM(S) YR
PASSENGER-TRUCK PLT
WINDSHIELD STICKER 2016

VEHICLE RECORD NOTATIONS
ACTUAL MILEAGE
E-TITLE
MAJOR COLOR: BROWN

FEES ASSESSED

TITLE APPLICATION FEE	$	13.00
TEXAS MOBILITY FUND FEE	$	15.00
SALES TAX FEE	$	0.00
BUYERS TAG	$	5.00
WINDSHIELD STICKER	$	101.50
REG FEE-DPS	$	2.00
CNTY ROAD BRIDGE ADD-ON FEE	$	20.00
CHILD SAFETY FUND	$	3.00
AUTOMATION FEE	$	2.00
TOTAL	$	161.50

ODOMETER READING: 4 BRAND: A
OWNERSHIP EVIDENCE: MANUFACTURER'S CERT. OF ORIGIN
1ST LIEN

SALES TAX CATEGORY: EXEMPT

Date of Assignment/Sales Tax Date: 07/01/2014

Sales Price	$	3,515.00
Less Trade In Allowance	$	0.00
Taxable Amount	$	3,515.00
Sales Tax Paid	$	0.00
Less Other State Tax Paid	$	0.00
Tax Penalty	$	0.00
TOTAL TAX PAID	$	0.00

2ND LIEN

3RD LIEN

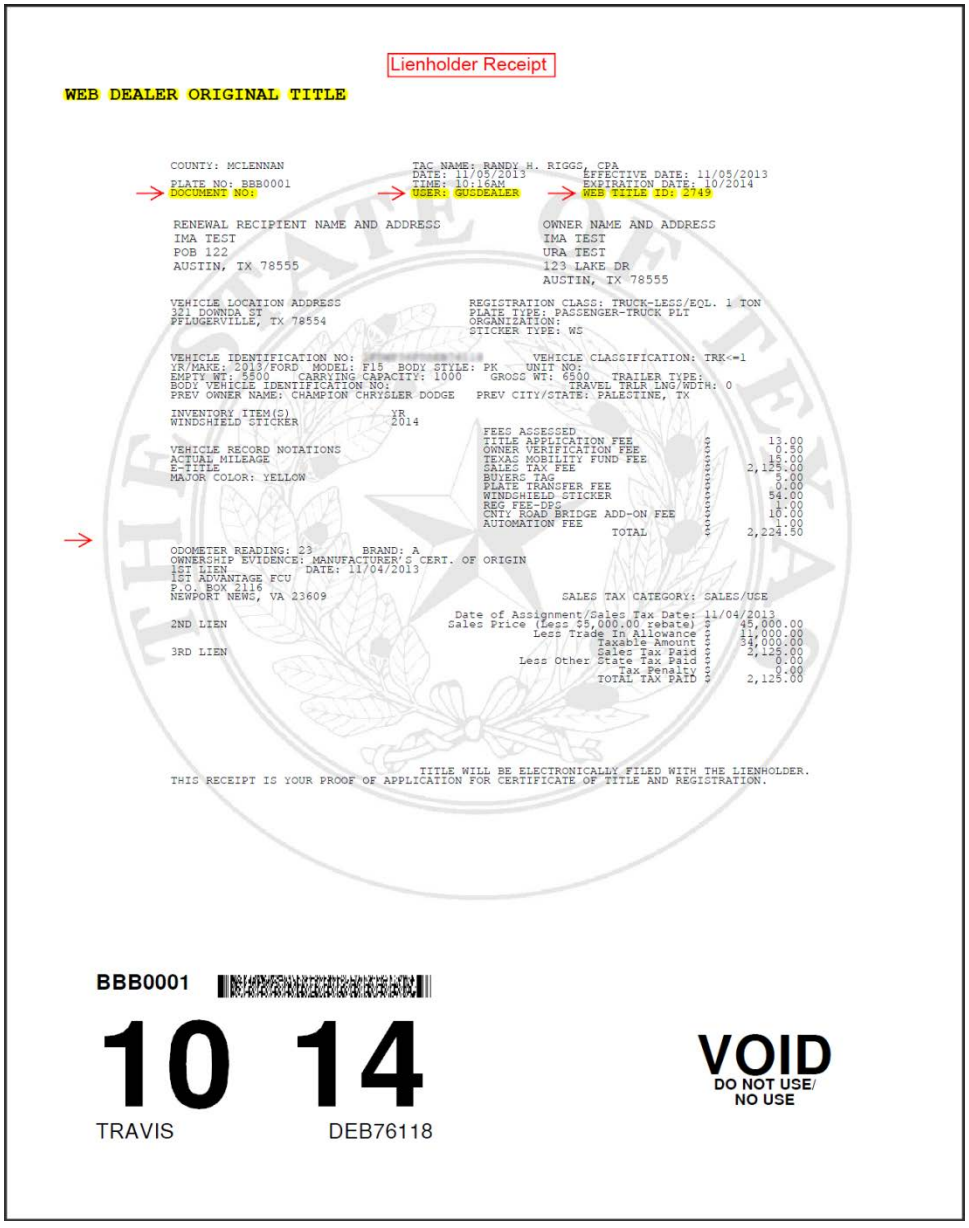
THIS RECEIPT IS YOUR PROOF OF APPLICATION FOR CERTIFICATE OF TITLE AND REGISTRATION.

Fig. 2

County Issued Plate Inventory and Sticker Receipt

Fig. 2 is an example of a receipt for a dealership without plate and sticker inventory. The action button will provide "Print Receipt" in the dropdown. *Note: There is no plate number specified or sticker image at the bottom.*

When the title application is complete, click “Submit” to send it electronically to the county. Once submitted, you are returned to the Title Search page. To locate an application, use the search filters. The status of “Submit” will narrow your search to only title applications that have been submitted to the county. Use the date range to further narrow your results. When the application displays the listing of results, place your cursor over the Action button and click “Print Sticker Receipt” from the dropdown. Once the sticker receipt is printed, it will enable the leinholder receipt to be printed for the lienholder (*Fig. 3*).



Lienholder Receipt

WEB DEALER ORIGINAL TITLE

COUNTY: MCLENNAN
PLATE NO: BBB0001
DOCUMENT NO:

TAC NAME: RANDY H. RIGGS, CPA
DATE: 11/05/2013
TIME: 10:16AM
USER: GUSDEALER

EFFECTIVE DATE: 11/05/2013
EXPIRATION DATE: 10/2014
WEB TITLE ID: 2749

RENEWAL RECIPIENT NAME AND ADDRESS
IMA TEST
POB 122
AUSTIN, TX 78555

OWNER NAME AND ADDRESS
IMA TEST
URA TEST
123 LAKE DR
AUSTIN, TX 78555

VEHICLE LOCATION ADDRESS
321 DOWNDA ST
PFLUGERVILLE, TX 78554

REGISTRATION CLASS: TRUCK-LESS/EQL. 1 TON
PLATE TYPE: PASSENGER-TRUCK PLT
ORGANIZATION:
STICKER TYPE: WS

VEHICLE IDENTIFICATION NO:
YR/MAKE: 2013/FORD MODEL: F15 BODY STYLE: PK UNIT NO:
EMPTY WT: 5500 CARRYING CAPACITY: 1000 GROSS WT: 6500 TRAILER TYPE:
BODY VEHICLE IDENTIFICATION NO: TRAVEL TRLR LNG/WDTH: 0
PREV OWNER NAME: CHAMPION CHRYSLER DODGE PREV CITY/STATE: PALESTINE, TX

VEHICLE CLASSIFICATION: TRK<=1

INVENTORY ITEM(S) YR
WINDSHIELD STICKER 2014

VEHICLE RECORD NOTATIONS
ACTUAL MILEAGE
E-TITLE
MAJOR COLOR: YELLOW

FEES ASSESSED

TITLE APPLICATION FEE	$ 13.00
OWNER VERIFICATION FEE	0.50
TEXAS MOBILITY FUND FEE	15.00
SALES TAX FEE	2,125.00
BUYERS TAG	5.00
PLATE TRANSFER FEE	0.00
WINDSHIELD STICKER	54.00
REG FEE-DPS	1.00
CNTY ROAD BRIDGE ADD-ON FEE	10.00
AUTOMATION FEE	1.00
TOTAL	2,224.50

ODOMETER READING: 23 BRAND: A
OWNERSHIP EVIDENCE: MANUFACTURER'S CERT. OF ORIGIN
1ST LIEN DATE: 11/04/2013
1ST ADVANTAGE FCU
P.O. BOX 2116
NEWPORT NEWS, VA 23609

SALES TAX CATEGORY: SALES/USE

2ND LIEN

3RD LIEN

Date of Assignment/Sales Tax Date: 11/04/2013

Sales Price (Less $5,000.00 rebate)	$ 45,000.00
Less Trade In Allowance	$ 11,000.00
Taxable Amount	$ 34,000.00
Sales Tax Paid	$ 2,125.00
Less Other State Tax Paid	$ 0.00
Tax Penalty	$ 0.00
TOTAL TAX PAID	$ 2,125.00

TITLE WILL BE ELECTRONICALLY FILED WITH THE LIENHOLDER.
THIS RECEIPT IS YOUR PROOF OF APPLICATION FOR CERTIFICATE OF TITLE AND REGISTRATION.

BBB0001

10 14

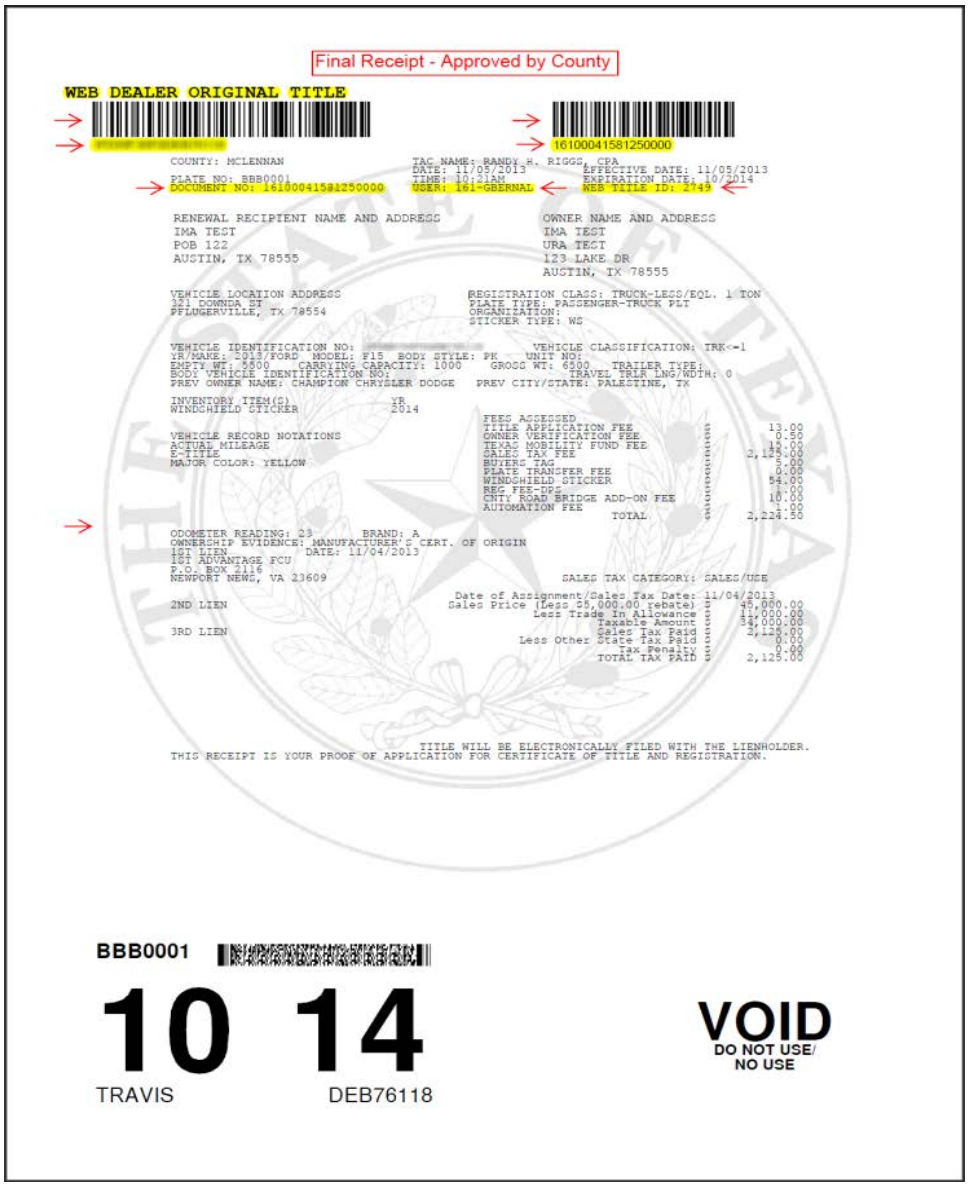
TRAVIS DEB76118

VOID
DO NOT USE/
NO USE

Fig. 3

Copy of the Receipt for the Lienholder

After the title application is approved by the county, a copy of the county approved final receipt can be printed from the Title Preview page. The county approved receipt will have a webDEALER Title ID number, a Document number, and a bar code across the top (*Fig. 4*).



Final Receipt - Approved by County

WEB DEALER ORIGINAL TITLE

16100041581250000

COUNTY: MCLENNAN
TAC NAME: RANDY H. RIGGS, CPA
DATE: 11/05/2013
TIME: 10:21AM
EFFECTIVE DATE: 11/05/2013
EXPIRATION DATE: 10/2014
PLATE NO: BBB0001
DOCUMENT NO: 16100041581250000
USER: 161-GBERNAL
WEB TITLE ID: 2749

RENEWAL RECIPIENT NAME AND ADDRESS
IMA TEST
POB 122
AUSTIN, TX 78555

OWNER NAME AND ADDRESS
IMA TEST
URA TEST
123 LAKE DR
AUSTIN, TX 78555

VEHICLE LOCATION ADDRESS
321 DOWNDA ST
PFLUGERVILLE, TX 78554

REGISTRATION CLASS: TRUCK-LESS/EQL. 1 TON
PLATE TYPE: PASSENGER-TRUCK PLT
ORGANIZATION:
STICKER TYPE: WS

VEHICLE IDENTIFICATION NO:
YR/MAKE: 2013/FORD MODEL: F15 BODY STYLE: PK UNIT NO:
EMPTY WT: 5800 CARRYING CAPACITY: 1000 GROSS WT: 6300 TRAILER TYPE:
BODY VEHICLE IDENTIFICATION NO: TRAVEL TRLR LNG/WDTH: 0
PREV OWNER NAME: CHAMPION CHRYSLER DODGE PREV CITY/STATE: PALESTINE, TX
VEHICLE CLASSIFICATION: TRK<=1

INVENTORY ITEM(S) YR
WINDSHIELD STICKER 2014

VEHICLE RECORD NOTATIONS
ACTUAL MILEAGE
E-TITLE
MAJOR COLOR: YELLOW

FEES ASSESSED

TITLE APPLICATION FEE	13.00
OWNER VERIFICATION FEE	10.50
TEXAS MOBILITY FUND FEE	15.00
SALES TAX FEE	2,125.00
BUYERS TAG	5.00
PLATE TRANSFER FEE	0.00
WINDSHIELD STICKER	54.00
REG FEE-DPS	1.00
CNTY ROAD BRIDGE ADD-ON FEE	10.00
AUTOMATION FEE	1.00
TOTAL	2,224.50

ODOMETER READING: 23 BRAND: A
OWNERSHIP EVIDENCE: MANUFACTURER'S CERT. OF ORIGIN
1ST LIEN DATE: 11/04/2013
1ST ADVANTAGE FCU
P.O. BOX 2115
NEWPORT NEWS, VA 23609

SALES TAX CATEGORY: SALES/USE

2ND LIEN

3RD LIEN

Date of Assignment/Sales Tax Date:	11/04/2013
Sales Price (Less $5,000.00 rebate) $	45,000.00
Less Trade In Allowance $	11,000.00
Taxable Amount $	34,000.00
Sales Tax Paid $	2,125.00
Less Other State Tax Paid $	0.00
Tax Penalty $	0.00
TOTAL TAX PAID $	2,125.00

TITLE WILL BE ELECTRONICALLY FILED WITH THE LIENHOLDER.
THIS RECEIPT IS YOUR PROOF OF APPLICATION FOR CERTIFICATE OF TITLE AND REGISTRATION.

BBB0001

10 14

TRAVIS DEB76118

VOID
DO NOT USE/
NO USE

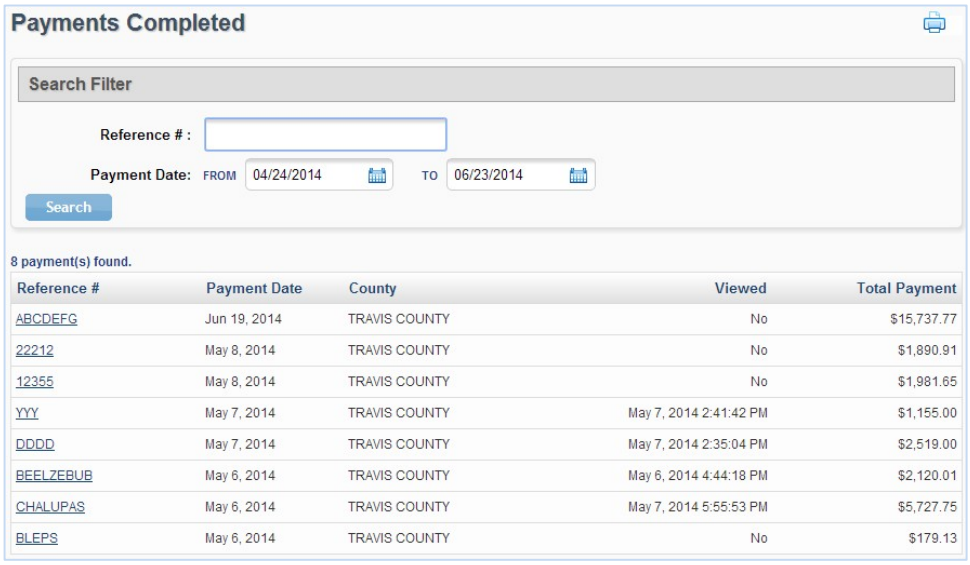
Fig. 4

Title Application Receipt

Payments

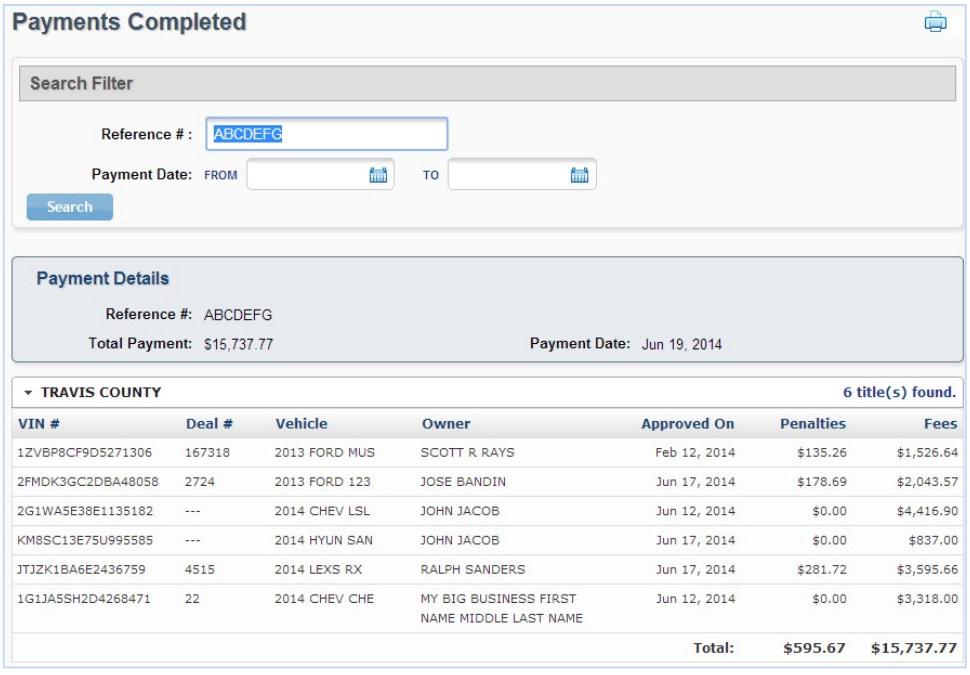
As titles are approved by the county for processing by TxDMV, the county will collect payment for all approved transactions. For each payment collected (either by ACH payment or check), the county will record the payment(s) and make a note in the payment details. A dealer can view the payments recorded by the county.

1. On the home page in webDEALER, hover your cursor over the "Payments" tab, click on "Payment Completed."



Reference #	Payment Date	County	Viewed	Total Payment
ABCDEFG	Jun 19, 2014	TRAVIS COUNTY	No	$15,737.77
22212	May 8, 2014	TRAVIS COUNTY	No	$1,890.91
12355	May 8, 2014	TRAVIS COUNTY	No	$1,981.65
YYY	May 7, 2014	TRAVIS COUNTY	May 7, 2014 2:41:42 PM	$1,155.00
DDDD	May 7, 2014	TRAVIS COUNTY	May 7, 2014 2:35:04 PM	$2,519.00
BEELZEBUB	May 6, 2014	TRAVIS COUNTY	May 6, 2014 4:44:18 PM	$2,120.01
CHALUPAS	May 6, 2014	TRAVIS COUNTY	May 7, 2014 5:55:53 PM	$5,727.75
BLEPS	May 6, 2014	TRAVIS COUNTY	No	$179.13

2. Select a payment from the "Reference #" column to display the Payment Details.



VIN #	Deal #	Vehicle	Owner	Approved On	Penalties	Fees
1ZVBP8CF9D5271306	167318	2013 FORD MUS	SCOTT R RAYS	Feb 12, 2014	$135.26	$1,526.64
2FMDK3GC2DBA48058	2724	2013 FORD 123	JOSE BANDIN	Jun 17, 2014	$178.69	$2,043.57
2G1WA5E38E1135182	---	2014 CHEV LSL	JOHN JACOB	Jun 12, 2014	$0.00	$4,416.90
KM8SC13E75U995585	---	2014 HYUN SAN	JOHN JACOB	Jun 17, 2014	$0.00	$837.00
JTJZK1BA6E2436759	4515	2014 LEXS RX	RALPH SANDERS	Jun 17, 2014	$281.72	$3,595.66
1G1JA5SH2D4268471	22	2014 CHEV CHE	MY BIG BUSINESS FIRST NAME MIDDLE LAST NAME	Jun 12, 2014	$0.00	$3,318.00
				Total:	$595.67	$15,737.77

Appendices

Appendix 1 - Importing DMS Files

Imported files must be in comma-separated values (CSV) format. A CSV file format for the Title Data File can be found on pages 32-33.

Importing Dealer Management System (DMS) files make completing title applications much quicker and helps to eliminate data entry errors. Follow the steps below to import vehicle records.

To import a DMS file

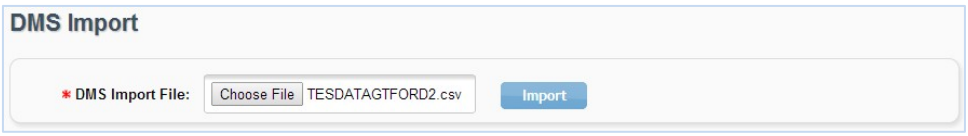
1. On the Home page, select “DMS Import” from the Titles Activity Box.

   From any other page, place your cursor over the “Titles” tab and click “DMS Import” from the dropdown.

2. Click “Choose File” or “Browse” to locate the file to import. *Note: Depending on your browser, the “Choose File” button may appear within the file location or next to the “Import” button.*

3. Locate the file, and double click on it.

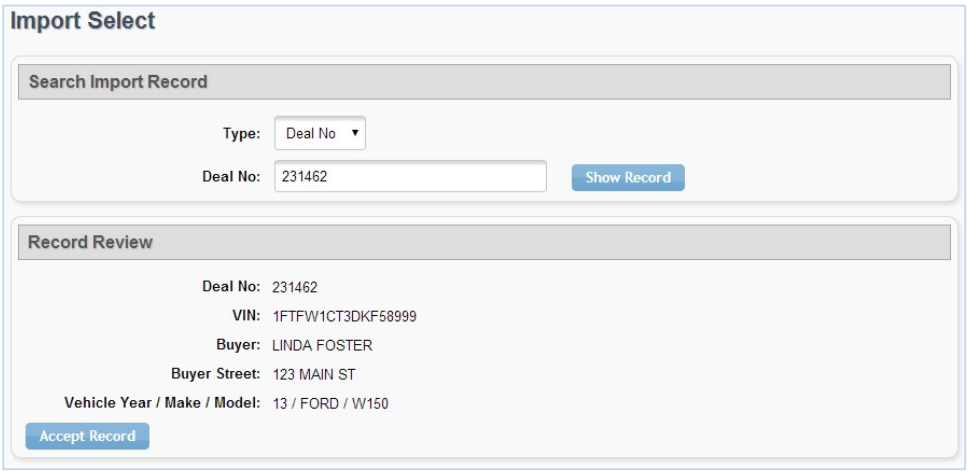
4. The text box populates with the file name.



5. Click “Import.”

6. From the File Type dropdown, select “Deal #” or “VIN” to retrieve the record.

7. Enter the number to locate and click “Show Record.”



8. The Record Review displays the record to validate before it is imported. If it is the correct record, click "Accept Record."
9. The message "Successfully Imported" displays.
10. You can import records one at a time, or continue to import as many records as you like.

If you choose to only import one record, click "Seller Disclosure" or "Title Preview" to see the vehicle information and begin the title application.

Note: When selecting records to import, these records are not deleted from your import file. You are retrieving a copy of the record to place in to webDEALER. When you return to webDEALER to import additional records, all records in the original file will be listed, including the ones imported earlier.

By selecting the status of "Import" on the Title Search page, all records that have been imported but not used to create an application will be listed. By using the status of "Import" and giving a date range, all files that have been imported (meeting your other search criteria) will be listed.

Appendix 2 – Requirements for Use of the Electronic Buyer's Acknowledgement

1. Buyer must electronically acknowledge the buyer acknowledgement on the webDEALER Buyer Acknowledgement Login website. This can be done on most computer and mobile browsers. The electronic buyer acknowledgement replaces the buyer's signature on the Form 130-U and the odometer disclosure.
    - Only the buyer may interact with the buyer acknowledgement process.
    - After 3 failed attempts to log in, the buyer will be locked out of the Buyer Acknowledgement Login website for 24 hours.
    - Once the buyer acknowledgment has been acknowledged and submitted, it cannot be accessed again.
2. Buyer must have a current, valid Texas Driver License/ID.

    NOTE: If the buyer has recently renewed their Texas Driver License/ID, or changed their name or address, and attempts to purchase a vehicle before the new Texas Driver License/ID arrives, the system will not be able to verify the Texas Driver License/ID. With each change made to the Texas Driver License/ID, the audit number changes, so the system cannot verify the person's identity. However, an expired Texas Driver License/ID can be used for webDEALER's Form 130-U Upload method, provided it is one of the TxDMV's acceptable forms of identification.
3. If there is a 2nd owner (co-buyer), both buyers must meet the Texas Driver License/ID requirements, and both must sign the Form 130-U. Only one of the buyers will have their Texas Driver License/ID entered in webDEALER, and that buyer will electronically acknowledge the sale.
4. Only one trade-in is allowed.
5. For a business purchase, the buyer must be a representative of the business and use their Texas Driver License/ID to acknowledge the sale.
6. Leased vehicles can be processed with the stipulation that the leasing company representative completes the buyer acknowledgement (having a current valid Texas Driver License/ID).

Appendix 3 - Title Data File Format for Import

The Export / Import file is a comma-separated values file (CSV). If no information is to be presented in any one field, a comma is necessary to represent the empty field.

The import file can be checked for accuracy by uploading to the secure website:
https://webdealer.txdmv.gov/title/dmsFileCheck.do

Pos	Field	Import Requirement	Format
1	Deal_No	Required	
2	Sale_Type	Required	"P" = Purchase "L" = Lease
3	Sale_Date	Required	Any date format
4	New_Used	Required	"New" or "Used"
5	Original_Price (Retail)	2 of the 3 fields required	
6	Rebate_Amt		
7	Sales_Price (after rebate)		
8	Trade1_Amt	Optional	
9	Trade1_VIN	Optional	
10	Trade1_Make	Optional	
11	Trade1_Model_Year	Optional	
12	Trade2_Amt	Not used	
13	Trade2_VIN	Not used	
14	Trade2_Make	Not used	
15	Trade2_Model_Year	Not used	
16	VIN	Required	
17	Vehicle_Class	Optional but required in webDEALER	"C" = Car "T" = Truck
18	Make	Optional but required in webDEALER	
19	Model	Optional but required in webDEALER	
20	Model_Year	Optional but required in webDEALER	
21	Body_Type	Optional but required in webDEALER	
22	Empty_Weight	Optional but required in webDEALER	
23	Major_Color_Cd	Optional but required in webDEALER	
24	Minor_Color_Cd	Optional	
25	Odometer_Reading	Required	
26	Owner1_Full_Name	Required	
27	Owner2_Full_Name	Optional	
28	Owner_Street1	Optional but required in webDEALER	

29	Owner_Street2	Optional	
30	Owner_City	Optional but required in webDEALER	
31	Owner_County	Optional but required in webDEALER	
32	Owner_State	Optional but required in webDEALER	
33	Owner_Zip_Cd	Optional but required in webDEALER	
34	Owner_Zip_Cd_P4	Optional	
35	Owner_Country	Optional	
36	Owner_Postal_Cd	Optional	
37	Owner_Email_Address	Optional	
38	Owner_Phone	Optional	
39	Lien_Date	Optional but required in webDEALER	
40	Finance_Company	Optional	"Cash", or Finance Company Name or Abbreviation
41	Certified_Lien_No	Optional but may be required in webDEALER	
42	Lien_Name1	None of these fields are required, and not necessary if Certified Lien No is provided.	
43	Lien_Name2		
44	Lien_Street1		
45	Lien_Street2		
46	Lien_City		
47	Lien_State		
48	Lien_Zip_Cd		
49	Lien_Zip_Cd_P4		
50	Lien_Country		
51	Lien_Postal_Cd		
52	Recipient_Full_Name	Optional	
53	Recipient_Street1	Optional	
54	Recipient_Street2	Optional	
55	Recipient_City	Optional	
56	Recipient_State	Optional	
57	Recipient_Zip_Cd	Optional	
58	Recipient_Zip_Cd_P4	Optional	

Error #	Error Message
11	License Plate Number is invalid
182	No Record Found
2102	Item Not Found
2103	Invalid Vin
5600	VIN must be 17 characters
5601	A record with this VIN already exists
5602	Mainframe is unavailable
5603	This license plate cannot be transferred at this time
5604	This license plate cannot be transferred at this time
5605	This license plate cannot be transferred at this time
5606	This license plate cannot be transferred at this time
5607	This license plate cannot be transferred at this time
2360	WEBDEALER TRANSACTION NOT SUCCESSFUL
5610	Major color and minor color cannot be the same
5611	{0} is required
5613	Invalid VIN
5614	Date must be in MM/DD/YYYY format
5615	{0} is Invalid
5617	Please select the vehicle for this title
5618	Start and End Dates cannot be before today
5619	End Date must be after the Start Date
5621	Invalid Character, must be alphanumeric, space, or #():;?,&*/+
5622	Invalid state abbreviation
5623	Invalid country abbreviation
5624	Maximum 9 characters
5625	Maximum 19 characters
5626	Maximum 30 characters
5627	Maximum 32 characters
5628	Must be 17 characters
5629	Zip code format is 5 characters plus 4
5631	Invalid lienholder ID
5633	No result(s) found
5634	Vehicle data is not present
5635	Invalid Login
5636	Invalid Login
5637	You do not have authorization for that action

Appendix 3 - Error Messages (Continued)

Error #	Error Message
5638	You are logged out of webDEALER
5639	The webDEALER system is currently unavailable
5640	An error occurred while trying to process your request
5641	You are not logged in or your session has expired due to inactivity
5642	An error occurred while trying to process your request.Please try again later.
5643	{0} is not valid for ELT
5646	{0} is only valid for ELT
5649	The maximum sales price for a vehicle is 99,999,999.99
5650	An exception occurred while save or update
5651	GDN not found
5652	License for GDN is expired
5653	You must provide an email address if eReminder is selected
5655	The amount must be less than $100,000
5656	The amount must be greater than $0
5657	Cannot select minor color without major color
5658	Incomplete address
5660	Computed gross weight (Empty weight + Carrying capacity) must be within the range {min} and {max}
5661	Last 8 digits of the VIN is required
5662	Last 8 digits of the VIN is incorrect
5663	Please certify by selecting the provided checkbox, then select 'I Agree'
5664	The file location is invalid
5665	Unable to create directory
5666	Maximum title limit for {0} county reached. No new title requests can be started.
5667	Please select Search and verify the provided Special Plate Information
5668	The import file is in an invalid format
5670	MCO FILE: {0} was not found
5672	Can void title only if the title is in-progress status
5673	An exception occurred while retrieving MCOs from the database
5674	An exception occurred while removing MCOs from the database
5676	The maximum number of MCO files allowed is two
5677	The MCO must be a PDF
5678	Buyer ID information not verified
5679	DATE cannot be more than 1 year in the past
5680	Minimum amount is $5.00
5682	Must be numeric
5683	Incorrect title application - Please verify the VIN and Deal #
5684	Title application is not available for seller disclosure
5685	VIN must be 17 characters
5686	RTS Transaction is not available - Please contact your County Administrator
5687	File or directory is not present to print sticker - Please contact your County Administrator

Appendix 3 - Error Messages (Continued)

Error #	Error Message
5688	Invalid model year returned. Accepted year = {0}
5689	An application is already in progress for {0}
5690	A title for {0} has been returned
5691	Trade In Year Model Invalid
5692	The VIN in the import record contains invalid characters
5696	Please Compute the Fees before saving, or press Cancel to return to Preview
5697	DATE cannot be more than 1 day in the future
5698	DATE cannot be more than 1 day in the future
5699	A title for {0} has been previously submitted
5700	Rebate is not allowed when Sales Tax Category is Exempt
5701	Trade in allowance is not allowed when Sales Tax Category is Exempt
5702	Import not allowed when there is more than one trade in - Please process a Form 130-U
5703	You are not authorized to access this Dealer
5704	This license plate cannot be transferred - Please issue a new license plate
5705	Your account is locked. Please contact your administrator
5709	A title for {0} was already imported
5710	The VIN entered for the import search contains invalid characters ({0})
5712	A title for {0} has been approved
5714	Only one electronic certified lien holder is allowed per title
5715	No dealer accounts found

Appendix 4 -Equipment Requirements

In order for the implementation to be successful, each location must have the proper equipment and infrastructure necessary for the webDEALER application.

Operating System

This application was designed for use on Windows and Macintosh (MAC) operating systems. Other systems such as Linux and Unix may be able to run the application, but will not be supported.

Internet Connection

This application requires access to the Internet; a high speed Internet connection is recommended.

Web Browsers

The system was designed to be compatible with the latest web browsers.

Web Browser	Website	Version Requirements
 Internet Explorer	www.microsoft.com/ie	Internet Explorer versions 8.0 and later *Note: Compatibility Mode should be turned off*
 Firefox	www.mozilla.com/firefox	Latest version
 Safari	www.apple.com/safari	Safari is a web browser designed and developed by Apple for the Macintosh Operating System.
 Chrome	www.google.com	Chrome is a freeware web browser developed by Google.

You may visit any of the browser's websites to confirm that you have the latest version installed. To check your browser version on a Windows machine, open the browser and click "Help," "About [*Browser Name]*" where [*Browser Name*] is the name of the browser you are using.

Adobe Acrobat Reader

Adobe Acrobat Reader is used to view Portable Document Format (PDF) documents. Using Adobe Acrobat Reader, you may choose to view, print, or save these documents. If you don't already have the program installed, you may click here to download Adobe Acrobat Reader.

Printer Requirements

Printers used to print registration stickers must meet the following minimum specifications:

- Printer must be laser technology
- Media size must support, at the minimum, 8.5 x 11 in
- Memory: 32MB
- Processor Speed: 400MHz
- Print Languages: HP PCL6 & 5e, HP postscript level 3 emulation; direct PDF (v 1.4) printing
- Print Speed: Up to 30ppm, exact speed varies depending on the system configurations, software program, and document complexity
- Print Resolution, black: up to 1200 x 1200 dpi
- The laser jet printer fuser modes must have the capability to adjust heat range (from low, normal, high) in order to impose print on the documents
- The laser jet printer needs to come with LPT and/or USB connections based on computer system needs
- Printer must have the capability to adjust the X Y setting to compensate for alignment

Printers must be on the approved list provided by the TxDMV or be approved by the county. Please contact your county tax office for a list of approved printers.

County tax offices may choose to approve printers that are not on the list of department approved printers. Alignment is the most frequent challenge encountered with other printers, especially light weight printers. Print testing is necessary to ensure proper alignment and print quality. Counties will decide how many test stickers should be printed for their review, and sticker paper used for testing should also be taken in to consideration.

The following criteria should be followed when verifying test sticker appearance:

1. Ensure proper alignment on all print areas of the sticker paper.
2. The ink should dry in a reasonable time period. Once dry, the ink should be tested to ensure it does not smear or scratch off on the sticker portions of the form.

Scanner Requirements

The scanned document must show all information and be readable. Information that is not captured on the scan or is unreadable, could delay processing.

Scanners must be capable of at least 200 DPI, but we recommend 300 DPI, which is the most common resolution for desktop scanners.

"Surrendered" Stamp

Each location must have a Surrendered stamp for MCOs.

- Ink: Black
- Text: Arial
- Size: 1/4 in. H x 2-1/4 in. L



Appendix 5 –Support Information

Issue	Contact	Contact Information	Hours
Title/Registration Questions	County Tax Office	Local phone or email	Local Hours
System Process or Business Policy/Procedure	TxDMV Regional Service Center	Local phone or email	Monday – Friday 8:00 AM – 5:00 PM
webDEALER System Issues	TxDMV IT Service Desk	(877) 933-2020	Monday – Friday 7:00 AM – 7:00 PM Saturday 8:00 AM – 3:30 PM

AI-52184 **Sheriff's Office** **11. A.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Richard Ozuna, SHERIFF DEPT. **Submitted By:** Grace Martinez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and approval to accept the FY 2016 STEP – Impaired Driving Mobilization Grant in the amount of $32,741.52.
2. Authorization to delegate Sheriff Guerra, as authorized official, to sign Grant Agreement.
3. Authorization to pay Overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY 2016 STEP- Impaired Driving Mobilization Grant.
5. Approval to appropriate the budget for the FY 2016 STEP – Impaired Driving Mobilization Grant in the amount of $32,741.52.

BACKGROUND

Grant period is for period of 12/1/15 to 9/30/16. Includes match of $8,139.85 (mileage) for total of $40,926.91.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1284-421-00-280-029-6-XXX

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

BUDGETARY IMPACT:

Match amount of $8,185.39 (5-1284-421-00-280-029-6-581).

Attachments

Agreement
bud amend
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 11:39 AM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Grace Martinez		Started On: 11/06/2015 02:13 PM

Final Approval Date: 11/13/2015

Texas Traffic Safety eGrants

Fiscal Year 2016

Organization Name: Hidalgo County Sheriff's Office

Legal Name: Hidalgo County Sheriff's Office

Payee Identification Number: 17460007176003

Project Title: STEP - Impaired Driving Mobilization

ID: 2016-HidalgoCOSO-IDM-00006

Period: 12/01/2015 to 09/30/2016

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **Hidalgo County Sheriff's Office** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government.**

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2015.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number: **586EGF5220**

CFDA Number: **20.616**

CFDA Title: **National Priority Safety Programs**

Funding Source: Section **405D**

DUNS: **103110834**

Project Title: STEP Impaired Driving Mobilization

Grant Period: This Grant becomes effective on **12/01/2015** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2016** unless terminated or otherwise modified.

Total Awarded: **$40,926.91**
Amount Eligible for Reimbursement by the Department: **$32,741.52**
Match Amount provided by the Subgrantee: **$8,185.39**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE	THE STATE OF TEXAS
Hidalgo County Sheriff's Office [Legal Name of Agency]	Executed for the Executive Director and Approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission
By: _____ [Authorized Signature]	By: _____ [District Engineer Texas Department of Transportation]
_____ [Name]	_____ [Name]
_____ [Title]	_____ [Title]
Date: _____	Date: _____
Under the authority of Ordinance or Resolution Number (for local government) (If Applicable) _____ [Resolution Number]	By: _____ Director, Traffic Operations Division Texas Department of Transportation (Not required for local project grants under $100,000.00) Date: _____

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal govemment may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

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

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the

Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods.

This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or

2. There is a written thirty (30) day notice by either party; or

3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee 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 a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement.

Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement.
The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has madeto obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or

supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address
http://www.txdot.gov/business/partnerships/dbe.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. DEBARMENT AND SUSPENSION

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.

B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.

D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than $750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. §5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude

a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[This article applies only to non-profit entities.]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend Department-approved grant management training.

D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.

G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.

H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.

I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage),

hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. All STEP agencies must provide the following provision in all daily activity report forms: "I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports

2. physical inspection of project records and supporting documentation

3. telephone conversations

4. e-mails and letters

5. quarterly review meetings

6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met

2. Review project accomplishments (performance measures completed, targets achieved)

3. Document any progress towards self-sufficiency

4. Account for any approved Program Income earned and expended

5. Identify exemplary performance or best practices

Goals and Strategies

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes
Strategies:	Increase enforcement of traffic safety-related laws.
	Increase public education and information campaigns.

Goal:	To reduce the number of DWI-related crashes, injuries, and fatalities.
Strategy:	Increase enforcement of DWI laws.

X I agree to the above goals and strategies.

Law Enforcement Objective/Performance Measure

1. Number and type citations/arrests to be issued under STEP	
a. Number of DWI arrests to be made during the Christmas/New Year's Operation	22
b. Number of DWI arrests to be made during the Spring Break Operation	22
c. Number of DWI arrests to be made during the Independence Day Operation	22
d. Number of DWI arrests to be made during the Labor Day Operation	22
1. Number and type citations/arrests to be issued under STEP	
a. Number of DUI Minor arrests/citations to be made during the Christmas/New Year's Operation	4
b. Number of DUI Minor arrests/citations to be made during the Spring Break Operation	4
c. Number of DUI Minor arrests/citations to be made during the Independence Day Operation	4
d. Number of DUI Minor arrests/citations to be made during the Labor Day Operation	4
3. Total Number of Enforcement Hours for Entire Grant Period	672
Step Indicator	2.50

Note:
Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E Objective/Performance Measure

1. Complete administrative and general grant requirements	
a. Number of Performance Reports to be submitted	4
b. Number of Requests for Reimbursement to be submitted	4
2. Support Grant efforts with a public information and education (PI&E) program	
a. Conduct a minimum of one (1) presentation for each DWI operation period	4
b. Conduct a minimum of two (2) media exposures (e.g., news conferences, news releases, and interviews) for each DWI Operation period.	8
c. Conduct a minimum of one (1) community event (e.g., health fair, traffic safety booth) during the grant period	1
d. Produce the following number of public information and education materials if applicable.	0
e. Distribute the following number of public information and education materials if applicable.	500

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	$24,351.60	$0	$24,351.60
(200)	Fringe Benefits	$5,340.31	$0	$5,340.31
	Category I Sub-Total	$29,691.91	$0	$29,691.91
Category II - Other Direct Costs				
(300)	Travel	$3,049.61	$8,185.39	$11,235.00
(400)	Equipment	$0	$0	$0
(500)	Supplies	$0	$0	$0
(600)	Contractual Services	$0	$0	$0
(700)	Other Miscellaneous	$0	$0	$0
	Category II Sub-Total	$3,049.61	$8,185.39	$11,235.00
Total Direct Costs		$32,741.52	$8,185.39	$40,926.91
Category III - Indirect Costs				
(800)	Indirect Cost Rate	$0	$0	$0
Summary				
	Total Labor Costs	$29,691.91	$0	$29,691.91
	Total Direct Costs	$3,049.61	$8,185.39	$11,235.00
	Total Indirect Costs	$0	$0	$0
Grand Total		$32,741.52	$8,185.39	$40,926.91
	Fund Sources	80.00%	20.00%	

Operational Plan

X I agree to the following

Comments:

Site Description	**Jurisdiction Wide** Conduct focussed DWI saturation patrols within high risk locations during times when alcohol-related crashes are most frequent Conduct a minimum of 4 nights of DWI enforcement during each holiday period Conduct pre and post earned media activities for each holiday period

Christmas/New Year's Wave

Pre-Media Campaign	December 15, 2015 - December 17, 2015
Enforcement Period	December 18, 2015 - January 3, 2016
Post-Media Campaign	January 7, 2016 - January 9, 2016

Spring Break Wave

Pre-Media Campaign	March 1, 2016 - March 3, 2016
Enforcement Period	March 4, 2016 - March 21, 2016
Post-Media Campaign	March 25, 2016 - March 27, 2016

Independence Day Wave

Pre-Media Campaign	June 21, 2016 - June 23, 2016
Enforcement Period	June 24, 2016 - July 5, 2016

Post-Media Campaign	July 9, 2016 - July 12, 2016

Labor Day Crackdown

Pre-Media Campaign	August 16, 2016 - August 18, 2016
Enforcement Period	August 19, 2016 - September 5, 2016
Post-Media Campaign	September 9, 2016 - September 11, 2016

Description of Activities

Pre-Media Efforts Before Enforcement Periods:	Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.
Enforcement Periods:	Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.
Post-Media Efforts After Enforcement Periods:	Conduct local media events to tell the public why impaired driving laws are important and the results of the mobilization.

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **Hidalgo County Sheriff's Office** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government.**

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2015.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number: **586EGF5220**

CFDA Number: **20.616**

CFDA Title: **National Priority Safety Programs**

Funding Source: Section **405D**

DUNS: **103110834**

Project Title: STEP Impaired Driving Mobilization

Grant Period: This Grant becomes effective on **12/01/2015** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2016** unless terminated or otherwise modified.

Total Awarded: **$40,926.91**
Amount Eligible for Reimbursement by the Department: **$32,741.52**
Match Amount provided by the Subgrantee: **$8,185.39**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE	THE STATE OF TEXAS
Hidalgo County Sheriff's Office [Legal Name of Agency]	Executed for the Executive Director and Approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission
By: _____ [Authorized Signature]	By: _____ [District Engineer Texas Department of Transportation]
_____ [Name]	_____ [Name]
_____ [Title]	_____ [Title]
Date: _____	Date: _____
Under the authority of Ordinance or Resolution Number (for local government) (If Applicable) _____ [Resolution Number]	By: _____ Director, Traffic Operations Division Texas Department of Transportation (Not required for local project grants under $100,000.00) Date: _____

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall fumish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

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

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the

Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods.

This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a govemment entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or

2. There is a written thirty (30) day notice by either party; or

3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee 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 a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement.

Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement.
The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has madeto obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or

supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://www.txdot.gov/business/partnerships/dbe.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. DEBARMENT AND SUSPENSION

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.

B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.

D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than $750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. §5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude

a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[This article applies only to non-profit entities.]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend Department-approved grant management training.

D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.

G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.

H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.

I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage),

hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. All STEP agencies must provide the following provision in all daily activity report forms: "I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports

2. physical inspection of project records and supporting documentation

3. telephone conversations

4. e-mails and letters

5. quarterly review meetings

6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met

2. Review project accomplishments (performance measures completed, targets achieved)

3. Document any progress towards self-sufficiency

4. Account for any approved Program Income earned and expended

5. Identify exemplary performance or best practices

Goals and Strategies

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes
Strategies:	Increase enforcement of traffic safety-related laws.
	Increase public education and information campaigns.

Goal:	To reduce the number of DWI-related crashes, injuries, and fatalities.
Strategy:	Increase enforcement of DWI laws.

X I agree to the above goals and strategies.

Law Enforcement Objective/Performance Measure

1. Number and type citations/arrests to be issued under STEP	
a. Number of DWI arrests to be made during the Christmas/New Year's Operation	22
b. Number of DWI arrests to be made during the Spring Break Operation	22
c. Number of DWI arrests to be made during the Independence Day Operation	22
d. Number of DWI arrests to be made during the Labor Day Operation	22
1. Number and type citations/arrests to be issued under STEP	
a. Number of DUI Minor arrests/citations to be made during the Christmas/New Year's Operation	4
b. Number of DUI Minor arrests/citations to be made during the Spring Break Operation	4
c. Number of DUI Minor arrests/citations to be made during the Independence Day Operation	4
d. Number of DUI Minor arrests/citations to be made during the Labor Day Operation	4
3. Total Number of Enforcement Hours for Entire Grant Period	672
Step Indicator	2.50

Note:
Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E Objective/Performance Measure

1. Complete administrative and general grant requirements	
a. Number of Performance Reports to be submitted	4
b. Number of Requests for Reimbursement to be submitted	4
2. Support Grant efforts with a public information and education (PI&E) program	
a. Conduct a minimum of one (1) presentation for each DWI operation period	4
b. Conduct a minimum of two (2) media exposures (e.g., news conferences, news releases, and interviews) for each DWI Operation period.	8
c. Conduct a minimum of one (1) community event (e.g., health fair, traffic safety booth) during the grant period	1
d. Produce the following number of public information and education materials if applicable.	0
e. Distribute the following number of public information and education materials if applicable.	500

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	$24,351.60	$0	$24,351.60
(200)	Fringe Benefits	$5,340.31	$0	$5,340.31
	Category I Sub-Total	$29,691.91	$0	$29,691.91
Category II - Other Direct Costs				
(300)	Travel	$3,049.61	$8,185.39	$11,235.00
(400)	Equipment	$0	$0	$0
(500)	Supplies	$0	$0	$0
(600)	Contractual Services	$0	$0	$0
(700)	Other Miscellaneous	$0	$0	$0
	Category II Sub-Total	$3,049.61	$8,185.39	$11,235.00
Total Direct Costs		$32,741.52	$8,185.39	$40,926.91
Category III - Indirect Costs				
(800)	Indirect Cost Rate	$0	$0	$0
Summary				
	Total Labor Costs	$29,691.91	$0	$29,691.91
	Total Direct Costs	$3,049.61	$8,185.39	$11,235.00
	Total Indirect Costs	$0	$0	$0
Grand Total		$32,741.52	$8,185.39	$40,926.91
	Fund Sources	80.00%	20.00%	

Operational Plan

X I agree to the following

Comments:

Site Description	**Jurisdiction Wide** Conduct focussed DWI saturation patrols within high risk locations during times when alcohol-related crashes are most frequent Conduct a minimum of 4 nights of DWI enforcement during each holiday period Conduct pre and post earned media activities for each holiday period

Christmas/New Year's Wave

Pre-Media Campaign	December 15, 2015 - December 17, 2015
Enforcement Period	December 18, 2015 - January 3, 2016
Post-Media Campaign	January 7, 2016 - January 9, 2016

Spring Break Wave

Pre-Media Campaign	March 1, 2016 - March 3, 2016
Enforcement Period	March 4, 2016 - March 21, 2016
Post-Media Campaign	March 25, 2016 - March 27, 2016

Independence Day Wave

Pre-Media Campaign	June 21, 2016 - June 23, 2016
Enforcement Period	June 24, 2016 - July 5, 2016

Post-Media Campaign	July 9, 2016 - July 12, 2016

Labor Day Crackdown

Pre-Media Campaign	August 16, 2016 - August 18, 2016
Enforcement Period	August 19, 2016 - September 5, 2016
Post-Media Campaign	September 9, 2016 - September 11, 2016

Description of Activities

Pre-Media Efforts Before Enforcement Periods:	Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.
Enforcement Periods:	Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.
Post-Media Efforts After Enforcement Periods:	Conduct local media events to tell the public why impaired driving laws are important and the results of the mobilization.

DATE: November 12, 2015

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

DEPARTMENT NAME: FY 2016 STEP - Impaired Driving Mobilization Grant

ACCOUNT NUMBER: 5-1284-421-00-280-029-6-131

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-029-6-131	Overtime Pay	24,351.60
5-1284-421-00-280-029-6-220	FICA	1,862.90
5-1284-421-00-280-029-6-230	Retirement	2,571.53
5-1284-421-00-280-029-6-250	Unemployment Comp.	146.11
5-1284-421-00-280-029-6-260	Worker's Comp.	759.77
5-1284-421-00-280-029-6-581	In-County Travel	3,049.61
	TOTAL APPROPRIATIONS	32,741.52
5-1284-334-10-280-029-6-000	FY 2016 STEP- Impaired Driving Mobilization Grant	32,741.52
	TOTAL REVENUES	32,741.52

REASON: **To appropriate budget for the overtime hours under the FY 2016 STEP Grant.**

Funding period is December 1, 2015 to September 30, 2016.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY 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

November 13, 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 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 Transportation. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$32,741.52	STEP FY2016 – Impaired Driving Mobilization Grant

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/16/15
Date

THE COUNTY OF HIDALGO TEXAS

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-52184 **Sheriff's Office 11. A.**
CC - REGULAR
Meeting Date: 11/17/2015
Submitted For: Richard Ozuna, SHERIFF DEPT. **Submitted By:** Grace Martinez, SHERIFF DEPT.
Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and approval to accept the FY 2016 STEP – Impaired Driving Mobilization Grant in the amount of $32,741.52.
2. Authorization to delegate Sheriff Guerra, as authorized official, to sign Grant Agreement.
3. Authorization to pay Overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY 2016 STEP-Impaired Driving Mobilization Grant.
5. Approval to appropriate the budget for the FY 2016 STEP – Impaired Driving Mobilization Grant in the amount of $32,741.52.

BACKGROUND

GRANT IS FOR THE PERIOD OF 12/01/2015 THROUGH 09/30/2016. INCLUDES IN-KIND MATCH OF $8,185.39 FOR A TOTAL AMOUNT OF $40,926.91.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1284-421-00-280-029-6-XXX
FUNDS AVAILABLE Y/N?: N **MATCHING FUNDS Y/N?:** Y
BUDGETARY IMPACT:
Match amount of $8,185.39 (5-1284-421-00-280-029-6-581).

Attachments

Agreement
bud amend

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 11:39 AM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Grace Martinez		Started On: 11/06/2015 02:13 PM
Final Approval Date: 11/13/2015		

Hector Sandoval

From: Rosie [rosieg@hidalgoso.org]
Sent: Friday, November 13, 2015 11:24 AM
To: 'Monica Badillo'
Cc: veronica.ortiz@co.hidalgo.tx.us; 'Hector Sandoval'
Subject: Sheriffs Office AI 52184

Importance: High

Good morning Monica,

On the above mentioned AI 52184, in the background section can you update to read:
Grant period is for period of 12/1/15 to 9/30/16. Includes match of $8,139.85 (mileage) for total of $40,926.91.
Under Fiscal Impact:
Funds available: N/A

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

Hector Sandoval

From: Rosie [rosieg@hidalgoso.org]
Sent: Thursday, November 12, 2015 12:06 PM
To: 'Hector Sandoval'
Cc: 'Gerardo Salinas'
Subject: Certification of Revenues FY 2016 STEP Grant

Good morning Hector,

Would you please complete a Certification of Revenues for the STEP FY2016- Impaired Driving Mobilization Grant Account # 5-1284-421-00-280-029-6-XXX.

The agenda item is AI #52184.

Should you have any questions or need additional information, feel free to contact me.

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

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **Hidalgo County Sheriff's Office** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2015.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number: **586EGF5220**

CFDA Number: **20.616**

CFDA Title: **National Priority Safety Programs**

Funding Source: Section **405D**

DUNS: **103110834**

Project Title: STEP Impaired Driving Mobilization

Grant Period: This Grant becomes effective on **12/01/2015** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2016** unless terminated or otherwise modified.

Total Awarded: **$40,926.91**
Amount Eligible for Reimbursement by the Department: **$32,741.52**
Match Amount provided by the Subgrantee: **$8,185.39**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE	THE STATE OF TEXAS
Hidalgo County Sheriff's Office [Legal Name of Agency]	Executed for the Executive Director and Approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission
By: _____ [Authorized Signature]	By: _____ [District Engineer Texas Department of Transportation]
_____ [Name]	_____ [Name]
_____ [Title]	_____ [Title]
Date: _____	Date: _____
Under the authority of Ordinance or Resolution Number (for local govemment) (If Applicable) _____ [Resolution Number]	By: _____ Director, Traffic Operations Division Texas Department of Transportation (Not required for local project grants under $100,000.00) Date: _____

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall fumish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

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

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the

Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods.

This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a govemment entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or

2. There is a written thirty (30) day notice by either party; or

3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee 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 a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement.

Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement.
The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has madeto obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or

supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address
http://www.txdot.gov/business/partnerships/dbe.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. DEBARMENT AND SUSPENSION

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.

B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.

D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than $750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. §5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude

a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[This article applies only to non-profit entities.]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend Department-approved grant management training.

D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.

G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.

H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.

I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage),

hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. All STEP agencies must provide the following provision in all daily activity report forms: "I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Document any progress towards self-sufficiency
4. Account for any approved Program Income earned and expended
5. Identify exemplary performance or best practices

Goals and Strategies

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes
Strategies:	Increase enforcement of traffic safety-related laws.
	Increase public education and information campaigns.

Goal:	To reduce the number of DWI-related crashes, injuries, and fatalities.
Strategy:	Increase enforcement of DWI laws.

X I agree to the above goals and strategies.

Law Enforcement Objective/Performance Measure

1. Number and type citations/arrests to be issued under STEP

a. Number of DWI arrests to be made during the Christmas/New Year's Operation	22
b. Number of DWI arrests to be made during the Spring Break Operation	22
c. Number of DWI arrests to be made during the Independence Day Operation	22
d. Number of DWI arrests to be made during the Labor Day Operation	22

1. Number and type citations/arrests to be issued under STEP

a. Number of DUI Minor arrests/citations to be made during the Christmas/New Year's Operation	4
b. Number of DUI Minor arrests/citations to be made during the Spring Break Operation	4
c. Number of DUI Minor arrests/citations to be made during the Independence Day Operation	4
d. Number of DUI Minor arrests/citations to be made during the Labor Day Operation	4

3. Total Number of Enforcement Hours for Entire Grant Period	672
Step Indicator	2.50

Note:
Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E Objective/Performance Measure

1. Complete administrative and general grant requirements	
a. Number of Performance Reports to be submitted	4
b. Number of Requests for Reimbursement to be submitted	4
2. Support Grant efforts with a public information and education (PI&E) program	
a. Conduct a minimum of one (1) presentation for each DWI operation period	4
b. Conduct a minimum of two (2) media exposures (e.g., news conferences, news releases, and interviews) for each DWI Operation period.	8
c. Conduct a minimum of one (1) community event (e.g., health fair, traffic safety booth) during the grant period	1
d. Produce the following number of public information and education materials if applicable.	0
e. Distribute the following number of public information and education materials if applicable.	500

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	$24,351.60	$0	$24,351.60
(200)	Fringe Benefits	$5,340.31	$0	$5,340.31
	Category I Sub-Total	$29,691.91	$0	$29,691.91
Category II - Other Direct Costs				
(300)	Travel	$3,049.61	$8,185.39	$11,235.00
(400)	Equipment	$0	$0	$0
(500)	Supplies	$0	$0	$0
(600)	Contractual Services	$0	$0	$0
(700)	Other Miscellaneous	$0	$0	$0
	Category II Sub-Total	$3,049.61	$8,185.39	$11,235.00
Total Direct Costs		$32,741.52	$8,185.39	$40,926.91
Category III - Indirect Costs				
(800)	Indirect Cost Rate	$0	$0	$0
Summary				
	Total Labor Costs	$29,691.91	$0	$29,691.91
	Total Direct Costs	$3,049.61	$8,185.39	$11,235.00
	Total Indirect Costs	$0	$0	$0
Grand Total		$32,741.52	$8,185.39	$40,926.91
	Fund Sources	80.00%	20.00%	

Operational Plan

X I agree to the following

Comments:

Site Description	**Jurisdiction Wide** Conduct focussed DWI saturation patrols within high risk locations during times when alcohol-related crashes are most frequent Conduct a minimum of 4 nights of DWI enforcement during each holiday period Conduct pre and post earned media activities for each holiday period
	Christmas/New Year's Wave
Pre-Media Campaign	December 15, 2015 - December 17, 2015
Enforcement Period	December 18, 2015 - January 3, 2016
Post-Media Campaign	January 7, 2016 - January 9, 2016
	Spring Break Wave
Pre-Media Campaign	March 1, 2016 - March 3, 2016
Enforcement Period	March 4, 2016 - March 21, 2016
Post-Media Campaign	March 25, 2016 - March 27, 2016
	Independence Day Wave
Pre-Media Campaign	June 21, 2016 - June 23, 2016
Enforcement Period	June 24, 2016 - July 5, 2016

Post-Media Campaign	July 9, 2016 - July 12, 2016

Labor Day Crackdown

Pre-Media Campaign	August 16, 2016 - August 18, 2016
Enforcement Period	August 19, 2016 - September 5, 2016
Post-Media Campaign	September 9, 2016 - September 11, 2016

Description of Activities

Pre-Media Efforts Before Enforcement Periods:	Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.
Enforcement Periods:	Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.
Post-Media Efforts After Enforcement Periods:	Conduct local media events to tell the public why impaired driving laws are important and the results of the mobilization.

DATE: November 12, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: FY 2016 STEP - Impaired Driving Mobilization Grant
ACCOUNT NUMBER: 5-1284-421-00-280-029-6-131

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-029-6-131	Overtime Pay	24,351.60
5-1284-421-00-280-029-6-220	FICA	1,862.90
5-1284-421-00-280-029-6-230	Retirement	2,571.53
5-1284-421-00-280-029-6-250	Unemployment Comp.	146.11
5-1284-421-00-280-029-6-260	Worker's Comp.	759.77
5-1284-421-00-280-029-6-581	In-County Travel	3,049.61
	TOTAL APPROPRIATIONS	32,741.52
5-1284-331-11-280-029-6-000	FY 2016 STEP- Impaired Driving Mobilization Grant	32,741.52
	TOTAL REVENUES	32,741.52

REASON: **To appropriate budget for the overtime hours under the FY 2016 STEP Grant.**

Funding period is December 1, 2015 to September 30, 2016.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-51864 **Sheriff's Office** **11. B.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

State Criminal Alien Assistance Program (SCAAP) Grant (1284):
1. Authorization and approval for Certification of Revenues for SCAAP 2015
2. Authorization and approval for Appropriation of funds for SCAAP 2015 in the amount of $34,934.00

BACKGROUND

On 10/13/15, Commissioners' Court approved the acceptance of Grant #2015-AP-BX-0364 in the amount of $34,934.00 (AI #51586)
SCAAP funds are to be used for correctional purposes only.

Funds will be used for purchase of van to transport inmates.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1284-423-00-280-042-5-XXX

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

BUDGETARY IMPACT:

No local match is required.

Attachments

BA SCAAP 2015
deposit
COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	10/16/2015 03:28 PM
Budget & Management	Veronica Ortiz	10/16/2015 03:43 PM
Glinda Pacheco	Glinda Pacheco	10/16/2015 04:29 PM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Maria Del Rosario Gonzalez		Started On: 10/16/2015 03:02 PM

Final Approval Date: 11/13/2015

DATE: October 16, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: SCAAP (2015)
ACCOUNT NUMBER: 5-1284-423-00-280-042-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-423-00-280-042-5-752	Vehicles	34,934.00
	TOTAL APPROPRIATIONS	34,934.00
5-1284-331-11-280-042-5-000	U. S. Department of Justice-- Bureau of Justice Assistance	34,934.00
	TOTAL REVENUES	34,934.00

REASON: **To appropriate the budget for the FY2015 SCAAP Grant awarded by the U.S. Department of Justice, Bureau of Justice Assistance (BJA). Grant No. 2015-AP-BX-0364.**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

Lone Star National Bank

Account: SPECIAL REVENUE FUND Current Time: 11/05/15 8:21:33 AM Current Balance: $14,741,041.12 Available Balance: $15,026,781.79

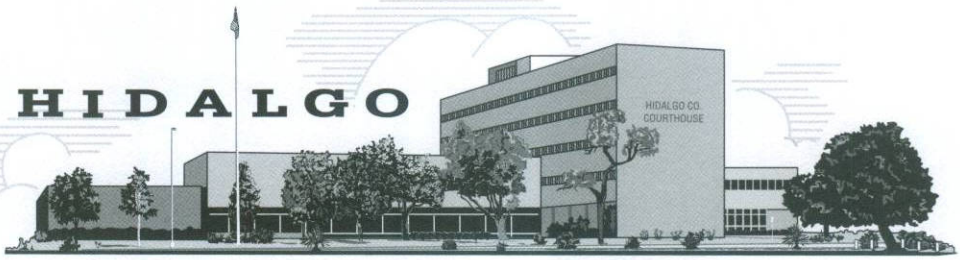
Date	Ref/Check No	Description	Debit	Credit
11/04/2015		MISC PAY DOJ TREAS 310 CCD 746000717150400 RMR*IV*2015APBX0364**34934.00\		$34,934.00
Totals:		Transactions: 1	Debits: $0.00	Credits: $34,934.00

5-1284-223-00-000-000-0-000

SCAAP-AP-BX-0364

HECTOR SANDOVAL 11/5/15

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

November 13, 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 fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the U.S Department of Justice, Bureau of Justice Assistance (BJA). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$34,934.00	2015-AP-BX-0364 State Criminal Alien Assistance Program (SCAAP)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/16/15
Date

THE COUNTY OF HIDALGO TEXAS

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-51864 **Sheriff's Office 11. B.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

State Criminal Alien Assistance Program (SCAAP) Grant (1284):
1. Authorization and approval for Certification of Revenues for SCAAP 2015
2. Authorization and approval for Appropriation of funds for SCAAP 2015 in the amount of $34,934.00

BACKGROUND

On 10/13/15, Commissioners' Court approved the acceptance of Grant #2015-AP-BX-0364 in the amount of $34,934.00 (AI #51586)
SCAAP funds are to be used for correctional purposes only.

Funds will be used for purchase of van to transport inmates.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1284-423-00-280-042-5-XXX

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

BUDGETARY IMPACT:

No local match is required.

Attachments

BA SCAAP 2015

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	10/16/2015 03:28 PM
Budget & Management	Veronica Ortiz	10/16/2015 03:43 PM
Glinda Pacheco	Glinda Pacheco	10/16/2015 04:29 PM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM

Form Started By: Maria Del Rosario Gonzalez Started On: 10/16/2015 03:02 PM

Final Approval Date: 11/13/2015

Hector Sandoval

From: Rosie [rosieg@hidalgoso.org]
Sent: Friday, October 23, 2015 8:57 AM
To: 'Hector Sandoval'
Cc: 'Gerardo Salinas'
Subject: AI-51864 - SCAAP FY15

Importance: High

Good morning Hector,

Would you please complete a Certification of Revenues for the FY 2015 SCAAP grant.
Account # 5-1284-423-00-280-042-5-XXX.

The agenda item is AI #51864.

Should you have any questions or need additional information, feel free to contact me.

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

Lone Star National Bank

Account: SPECIAL REVENUE FUND Current Time: 11/05/15 8:21:33 AM Current Balance: $14,741,041.12 Available Balance: $15,026,781.79

Date	Ref/Check No	Description	Debit	Credit
11/04/2015		MISC PAY DOJ TREAS 310 CCD 746000717150400 RMR*IV*2015APBX0364**34934.00\		$34,934.00
Totals:		Transactions: 1	Debits: $0.00	Credits: $34,934.00

5-1284-223-00-000-000-0-000

SCAAP-AP-BX-0364

HECTOR SANDOVAL 11/5/15

DATE: October 16, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: SCAAP (2015)
ACCOUNT NUMBER: 5-1284-423-00-280-042-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-423-00-280-042-5-752	Vehicles	34,934.00

	TOTAL APPROPRIATIONS	34,934.00
5-1284-331-11-280-042-5-000	U. S. Department of Justice-- Bureau of Justice Assistance	34,934.00
	TOTAL REVENUES	34,934.00

REASON: To appropriate the budget for the FY2015 SCAAP Grant awarded by the U.S. Department of Justice, Bureau of Justice Assistance (BJA). Grant No. 2015-AP-BX-0364.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-52074 **Sheriff's Office** **11. C.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of agreements for Shooting Range Use/Training between the Hidalgo County Sheriff's Office and

a. Bureau of Alcohol, Tobacco, Firearms, and Explosives
b. Lower Rio Grande Valley Development Council

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

BATF&E.agreement
LRGVDCagreement

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	11/02/2015 12:26 PM
Budget & Management	Veronica Ortiz	11/03/2015 11:20 AM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Emilia Uriegas		Started On: 11/02/2015 11:46 AM
Final Approval Date: 11/13/2015		

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

October 13, 2015

Bureau of Alcohol, Tobacco, Firearms, and Explosives
1100 E. Laurel Avenue Suite 301
McAllen, Texas 78501

Re: Memorandum of Understanding for Shooting Range Use/Training

Dear Resident Agent Charge Mark Wilson:

Please review the enclosed Memorandum of Understanding for the utilization of our Hidalgo County Sheriff's 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 §

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH THE HIDALGO COUNTY SHERIFF'S OFFICE AND BUREAU of ALCOHOL, TOBACCO, FIREARMS, and EXPLOSIVES 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 BUREAU of ALCOHOL, TOBACCO, FIREARMS, and EXPLOSIVES, hereinafter referred to as LAW ENFORCEMENT AGENCY, for the purposes of providing training, as more particularly described as follows:

WHEREAS, COUNTY and LAW ENFORCEMENT AGENCY have agreed to 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 federal, state and 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

LAW ENFORCEMENT AGENCY:

By: Mark Wilson
Mark Wilson, Resident Agent Charge

10-23-2015
Date

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

By : _____ Date: 10/28/15
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

September 22, 2015

Lower Rio Grande Valley Development Council
301 W Railroad Street
Weslaco, Texas 78596

Re: Interlocal Agreement for Shooting Range Use/Training

Dear Ms. Glenda Garcia:

Please review the enclosed Interlocal Agreement for the utilization of our Hidalgo County Sheriff's 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 LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL 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 **LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL**, 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

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL:

By: _____
Ken Jones, Executive Director

_____
Date

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

By: _____ **Date:** 10/28/15
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-52262 **Executive Office** **12. A.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation of 1st Quarter Delinquent Tax Collection Report for the period of July 1, 2015 - September 30, 2015 - Linebarger Goggan Blair & Sampson, LLP

BACKGROUND

Fiscal Impact

Attachments

report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 12:01 PM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM

Form Started By: Monica Badillo Started On: 11/12/2015 11:02 AM

Final Approval Date: 11/13/2015

Hidalgo County

Delinquent Tax Collection Report

July 1, 2015-September 30, 2015

The Linebarger Approach



Mailings

3 Mailings	72,159 Statements	Over 12.1 Million per Mailing in Delinquency



Contacts

15,064 Phone Calls	2,300 Walk-Ins	2,016 Property Inspections	720 Pay Off Requests



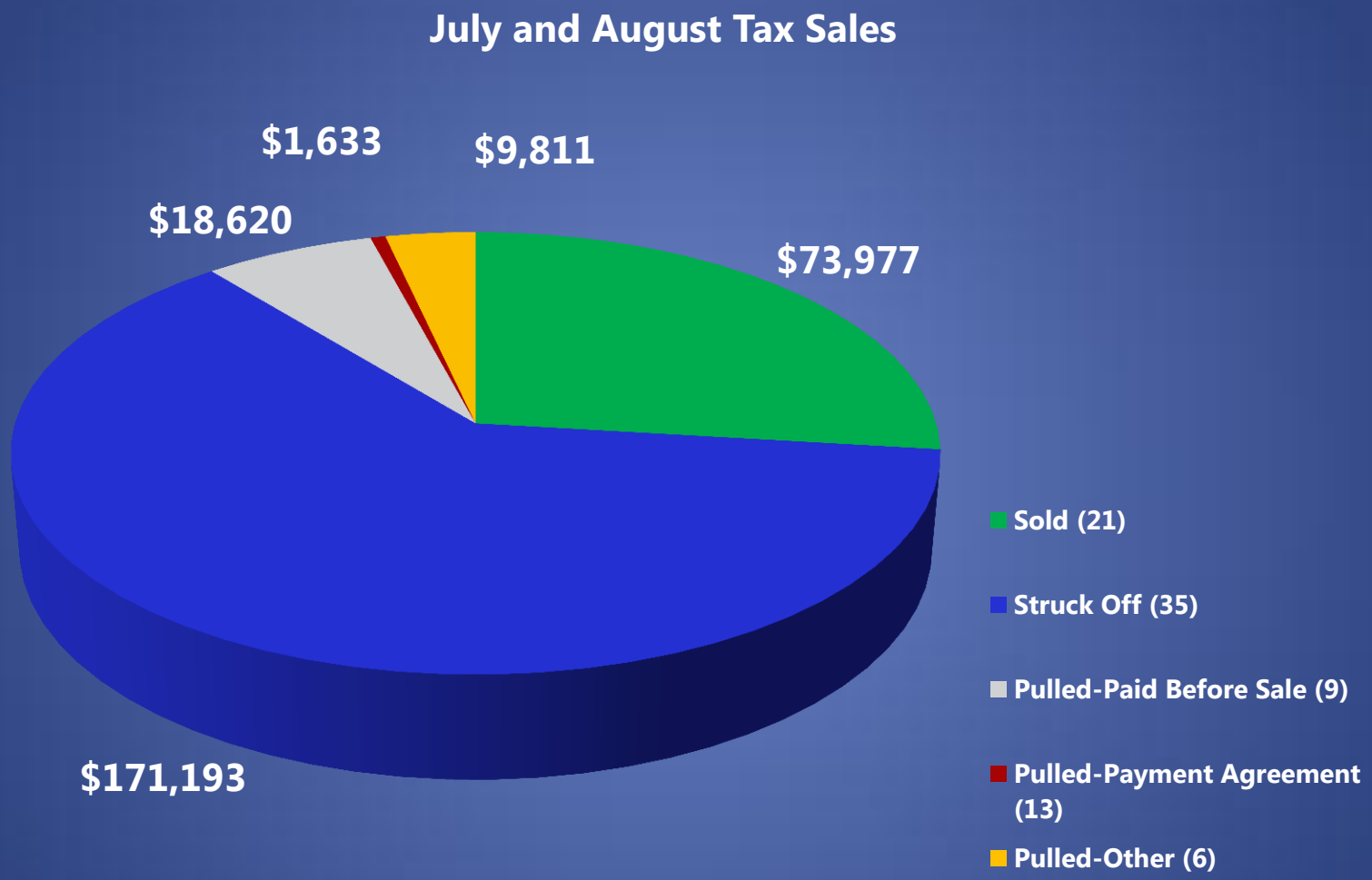
Litigation

Lawsuit/Interventions	Tax Warrants	Lawsuits Disposed	Judgments
374*	30	79	114
$668,010*	$51,334	$104,010	$140,736

**Lawsuit/Intervention amounts reflect only those amounts initiated by LGB&S, LLP*

Tax Sale Results

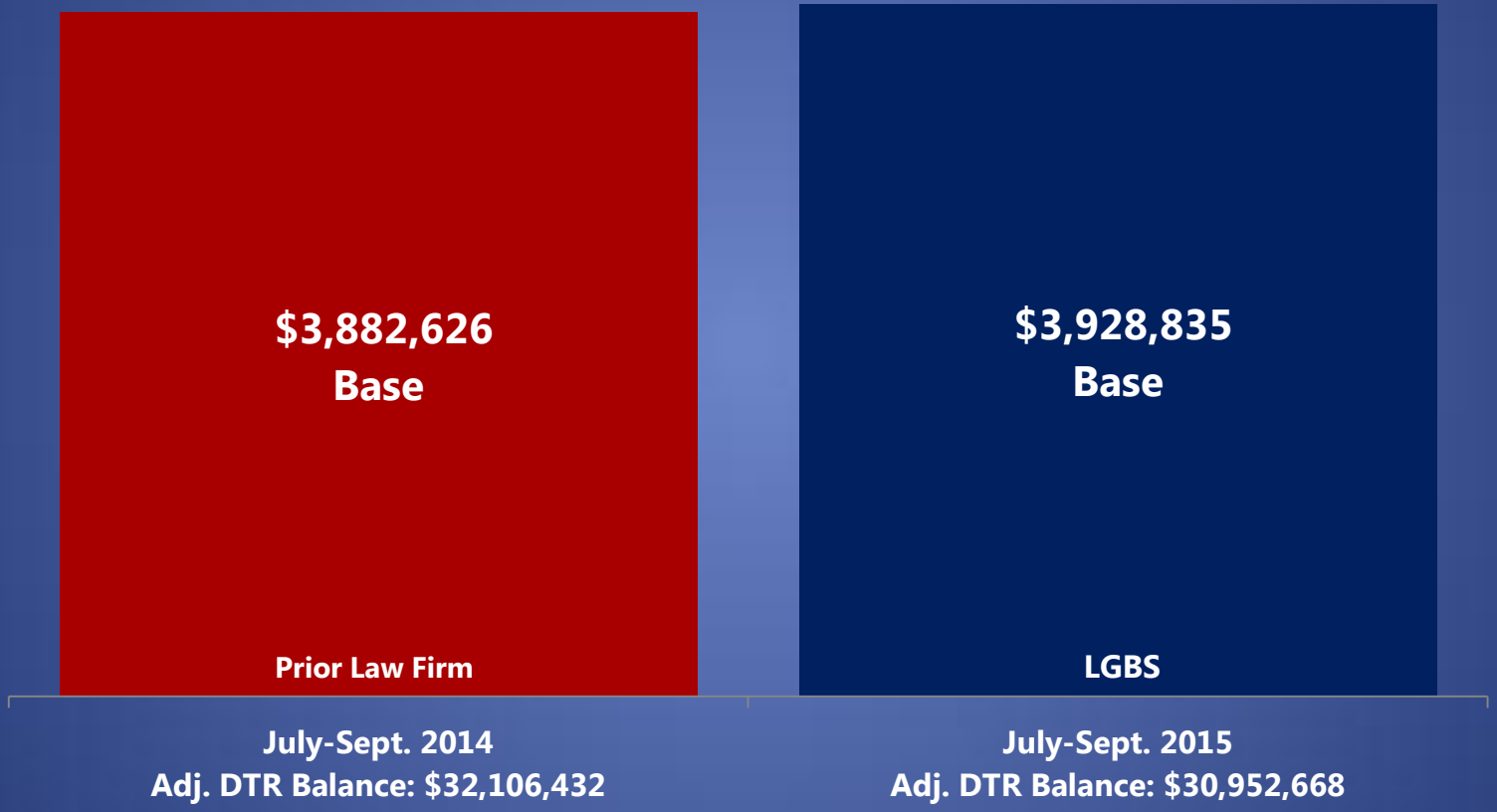




** Source: Hidalgo County Tax Office Reports*

Results that Matter

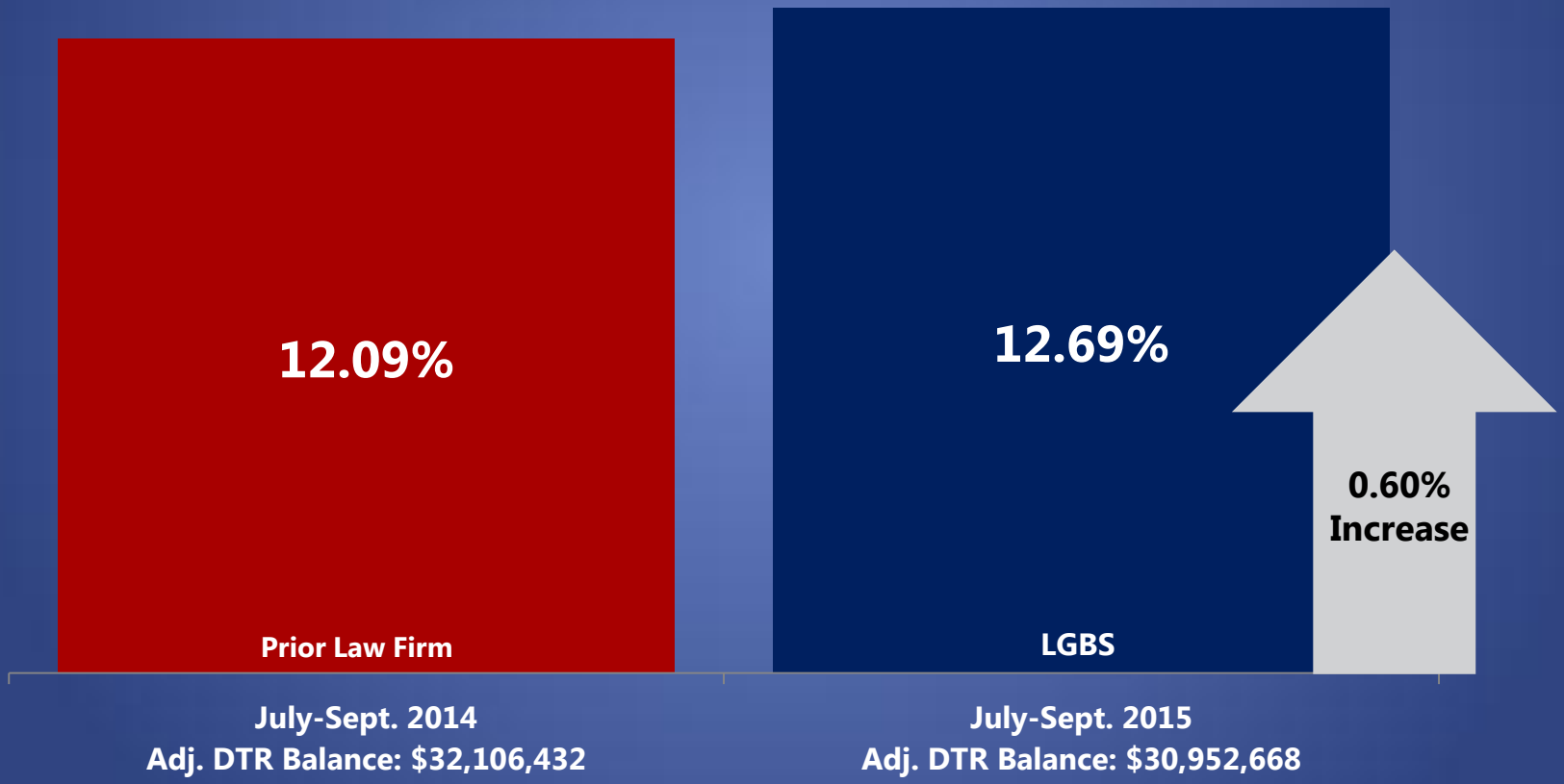
Collections



Source: Hidalgo County Tax Office Reports

Results that Matter

Percentage



Source: Hidalgo County Tax Office Reports

The Linebarger Approach

Work Plan

Mailings: **Our office will execute two (2) mailings for the months of October and November 2015. We will be releasing a special mailing in November on litigation accounts targeting high dollar tax suits down to accounts owing less than $1,000.**

Personal Contacts: **We will actively pursue phone collections and personal visits on targeted delinquent accounts, as we respond to taxpayer inquiries with full and complete answers, respectfully address outstanding taxpayer debt, and provide explanations of possible and available remedies. Our office will work with taxpayers who are willing to pay part of their tax debt on a structured and regular basis to avoid foreclosure (payment agreements, etc.).**

Litigation: **Our office will target the years with the highest dollar amounts in delinquency as reflected on the delinquent tax roll and accounts with several delinquent years through Special Mailings, Notices of Intent to Sue, and a fair but stern prosecution process.**

The Linebarger Approach

Work Plan continued…

Judgments: **We initiate properly advertised tax foreclosure sales every other month on delinquent tracts of property. A tax sale and resale were conducted on November 3, 2015. Our next tax sale is scheduled for December 1, 2015.**

Community Outreach: **In August, Linebarger employees participated in a school supply drive. The firm, attorneys and employees had the privilege of donating more than 225 backpacks to school districts in the Valley for the 2015-2016 school year.**

For the first time, our firm, in partnership with the Hidalgo County Tax Office and the Hidalgo County Appraisal District is offering a series of educational presentations about property taxes to the public.

These presentations are taking place in each County Commissioner's precinct, once per quarter. In June, members of the community attended the third presentation in Precinct 1 and in October the final presentation in 2015 took place in Precinct 4 at Edinburg City Hall.

Community Convenience

Payment Centers

Precinct 4

205 S. Pin Oak
Edinburg, Texas

Precinct 3

1518 North Conway
Mission, Texas

Precinct 2

400 North McColl Road
McAllen, Texas

Precinct 1

708 E. Edinburg Ave
Suite B
Elsa, Texas

Hidalgo County

Delinquent Tax Collection Report

July 1, 2015-September 30, 2015

AI-52268 **Executive Office** **12. B.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Discussion and action on tax resale bids received on the properties (see attached list)

2. Discussion and action on Order for tax resale bid properties

BACKGROUND

Fiscal Impact

Attachments

LIST
email
ORDER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 12:49 PM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Monica Badillo		Started On: 11/12/2015 12:07 PM
Final Approval Date: 11/13/2015		

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
NOVEMBER 3, 2015 TAX RESALE LIST
HIDALGO COUNTY

UIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	A FC
9824-12-J	0.47 Acres, More or Less, Out of Lot 431, John J. Shary Subdivision, as Described in Deed Dated March 12, 2007, From Juan S. Valdez, et ux to Josephina Galves Galves, in Clerk's File #2007-1735446, Official Records of Hidalgo County, Texas.	S2950-00-000-0431-17	$16,430	$15,500	$2,985.62	
2149-11-J	Lot 18 and the South 1/2 of Lot 17, Rice Addition, an Addition to the City of Donna, Hidalgo County, Texas.	R2450-00-000-0018-00	$163,000	$69,000	$12,128.76	
397-05-A	Lot 17, Block 21, Original Townsite, City of Fayesville, Hidalgo County, Texas.	F2100-00-021-0017-00	$7,970	$8,000	$1,735.50	
295-07-I	Lot 36, Las Brisas Estates Subdivision, Hidalgo County, Texas.	L3150-00-000-0036-00	$8,520	$11,100	$2,354.28	
1484-07-I	Lot 19, R. & G. Subdivision, a Subdivision in Hidalgo County, Texas.	R0263-00-000-0019-00	$35,450	$19,000	$4,280.64	
447-09-A	Lot 24, Seminary South Subdivision, a Subdivision in Hidalgo County, Texas	S4650-00-000-0024-00	$13,370	$1,000	$13.68	
568-09-A	0.46 Acre, More or Less, Situated in East 121 Feet of the West 253 Feet of the South 165 Feet of Lot 24, Delta Orchards Subdivision, No. 1, Hidalgo County, Texas.	D3800-01-000-0024-04	$26,530	$10,000	$1,556.94	
153-09-G	Tract 1; The East 10 Acres of the North 12.50 Acres out of Lot 17, and the West 2.39 Acres of the North One-Half out of Lot 18, Block 8, as Described in Deed Dated June 10, 1996, from Pablo Sanchez, et al. to Rita Luna, in Clerk's File #535886, Official Records of Hidalgo County, Texas. Tract 2; The East 8.805 Acres of the North One - Half out of Lot 18 and the North One - Half of Lot 19, Block 8, as Described in Deed Dated June 10, 1996, From Pablo Sanchez, et al. to Rita Luna, in Clerk's File #535886, Official Records of Hidalgo County, Texas	R3100-00-008-0017-01 & R3100-00-008-0019-01	$103,450	$25,000	$4,076.64	
459-10-F	Lot 7, Block 5, San Carlos Home Sites Subdivision, a Subdivision in Hidalgo County, Texas.	S0550-00-005-0007-00	$7,920	$9,000	$1,672.56	
993-10-B	The East 90 Feet of Block 26, Original Townsite of Hargill, as Described in Volume 704, Page 114, Deed Records of Hidalgo County, Texas. SUBJECT TO DELTA LAKE IRRIG. DIST.	H1200-00-026-0000-00	$10,790	$12,000	$2,429.75	
UIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	A FC
1263-10-I	All of Lots 1 and 2, in Block 121, Original Townsite of Hargill, Hidalgo County, Texas.	H1200-00-121-0001-00	$5,135	$8,000	$1,647.75	
945-11-G	Lot 15, Block 2, Ruthven Subdivision #2, Hidalgo County, Texas.	R4750-00-002-0015-00	$10,140	$10,000	$1,871.04	
153-11-A	7.50 Acres, More or Less, Being the North One-half of the North 15.00 Acres of Lot 3, Block 87, Missouri-Texas Land & Irrigation Company's Subdivision, Described in Volume 1776, Page 789, SAVE & EXCEPT However 5.50 Acres, More or Less, in Volume 3142, Page 32, and the Northeast 0.26 Acre Tract of Land, More or Less, out of the North 247.5 Feet of the West 352 Feet of Lot 3, Block 87, Mo-Tex, Leaving Herein a Residue of 1.74 Acres More or Less.	M5500-00-087-0003-10	$25,240	$20,000	$3,698.00	

LINEBARGER

255-11-G	Tract 1; Lot 14, Block 1, South San Carlos, AND Tract 2; Lot 15, Block 1, South San Carlos, a Subdivision in Hidalgo County, Texas,	S4600-00-001-0014-00 & S4600-00-001-0015-00	$26,470	$14,000	$2,381.75	
080-11-H	Lot 81, Engelman Estate Subdivision, Hidalgo County, Texas.	E6450-00-000-0081-00	$14,270	$6,000	$1,243.50	
0791-12-I	Lot 75, Engelman Estates Subdivision, a Subdivision in Hidalgo County, Texas.	E6450-00-000-0075-00	$16,360	$12,500	$3,514.16	
2171-12-I	Lot 24, Triple "C" Subdivision, a Subdivision in Hidalgo County, Texas.	T7500-00-000-0024-00	$19,925	$4,000	$743.00	
094-12-A	0.50 Acres, More or Less, out of the East 20.00 Acres of Lot 8, Section 254, Texas-Mexican Railway Company's Survey, as Described in Deed Dated March 7, 1988, From Romero Diaz, et ux to Arturo Solis, in Clerk's File #509726, Official Records of Hidalgo County, Texas.	T2100-00-254-0008-03	$27,140	$11,000	$2,352.96	
264-12-B	Lots 2 and 3, Block 109, Hargill Townsite, an Addition to Hidalgo County, Texas.	H1200-00-109-0002-00	$4,050	$6,000	$1,410.24	
271-12-G	Lots 5, 6, 38 and 39, Block 10, Original Townsite to the City of San Carlos, as Described in Volume 1309, Page 511, Deed Records of Hidalgo County, Texas.	S0400-00-010-0005-00	$11,010	$9,000	$1,771.75	
278-12-C	0.34 Acres, More or Less, out of Lot 16, Section 245, Texas-Mexican Railway Company Survey, as Described in Deed Dated March 1, 1991, from Santos G. Serda to Santos Serda, Jr., in Volume 3046, Page 962, Deed Records of Hidalgo County, Texas.	T2100-00-245-0016-03	$18,040	$2,000	$140.16	
UIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	A FO
041-13-E	Lot 85, Engelman Estates, Hidalgo County, Texas.	E6450-00-000-0085-00	$19,630	$13,600	$4,382.17	
796-13-D & 170-87-B	Lot 28 and the South 1/2 of Lot 29, Block 122, Original Townsite of Hargill, as per Map or Plat Thereof on File and of Record in the Office of the County Clerk of Hidalgo County, Texas.	H1200-00-122-0028-00	$6,325	$2,000	$0.00	
452-03-B	0.55 Acres, More or Less, out of Lot 61, Kelly-Pharr Subdivision, a Subdivision in Hidalgo County, Texas.	K2400-00-000-0061-02	$108,365	$38,000	$6,201.54	
808-03-G	Lot 12, Block 26, Country Club Place, Second Addition, Hidalgo County, Texas.	C8850-00-026-0012-00	$112,790	$19,600	$3,378.29	
897-05-F	The Common Area-(B) Lying Between Lots 10 and 11, Sleepy Hollow Subdivision, According to the Map or Plat Thereof, Recorded in Volume 20, Page 158, Map Records of Hidalgo County, Texas	S3600-00-000-0010-01	$6,530	$100	$0.00	
897-05-F	The Common Area-(C) Lying Between Lots 15 and 16, Sleepy Hollow Subdivision, According to the Map or Plat Thereof, Recorded in Volume 20, Page 158, Map Records of Hidalgo County, Texas.	S3600-00-000-0017-01	$6,525	$200	$0.00	
897-05-F	The Common Area-(F) Lying Between Lots 36 and 37, Sleepy Hollow Subdivision, According to the Map or Plat Thereof, Recorded in Volume 20, Page 158, Map Records of Hidalgo County, Texas.	S3600-00-000-0037-01	$3,800	$500	$0.00	
897-05-F	The Common Area-(G) Lying Between Lots 46 and 47, Sleepy Hollow Subdivision, According to the Map or Plat Thereof, Recorded in Volume 20, Page 158, Map Records of Hidalgo	S3600-00-000-0047-01	$3,800	$500	$0.00	

LINEBARGER

	County, Texas.					
693-09-A	The North 1.00 Acre Tract of Land, More or Less, out of the East 5.00 Acres of Land, More or Less, of the North 1/2 of Lot 5, Section 240, Tex-Mex Railway Company's Survey, Hidalgo County, Texas.	T2100-00-240-0005-09	$34,420	$1,000	$0.00	
697-09-F	A 1.19 Acre Tract of Land, More or Less, out of Lot 1 Section 237, Texas-Mexican Railway Company Survey, More Particularly Described in the Deed Dated November 23, 1979 to Hortencia A. Galindo and German Galindo, Recorded in Volume 1779 Page 991, Real Property Records, Hidalgo County, Texas.	T2100-00-237-0001-03	$54,955	$20,100	$3,579.00	
UIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	A FC
377-10-B	0.172 Acre, More or Less, Being a Tract of Land Measuring 50.00 Feet by 150.00 Feet and Situated in the Southwest Corner of the East 5.00 Acres of the West One-Half of Lot 5, Section 240, Texas-Mexican Railway Company's Survey of Lands, as Described in Volume 1403, Page 876, Deed Records of Hidalgo County, Texas.	T2100-00-240-0005-08	$12,950	$500	$0.00	
784-11-E	Lot 30, Block 4, Lull Townsite, to the City of Lull, Hidalgo County, Texas.	L6700-00-004-0030-00	$10,480	$11,500	$377.68	
025-11-B	Lot 1, Block 1, Gannaway Addition, as Described in Volume 7930, Page 320, Deed Records of Hidalgo County, Texas.	G0400-00-001-0001-00	$56,650	$30,500	$6,103.02	
0762-12-F	Lot 1, Monte Verde Estates Subdivision, Hidalgo County, Texas.	M5948-00-000-0001-00	$26,800	$14,000	$3,522.68	
829-12-E	All of Lot 4 and Part of Lots 5 and 6, Block 1, South Park Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas.	S4450-00-001-0004-00	$24,830	$17,000	$3,041.43	
787-12-H	Lot 12, Block 325, Original Townsite to the City of Edinburg, Hidalgo County, Texas.	E3300-00-325-0012-00	$29,780	$16,600	$3,303.75	
2781-12-J	Lot 7, Block 380, Original Townsite to the City of Edinburg, Hidalgo County, Texas.	E3300-00-380-0007-00	$20,470	$15,000	$2,458.79	
1951-13-I	Lot 193, Kenyon Estates Subdivision, According to the Map or Plat Thereof, Recorded in Volume 23, Page 124, Map Records of Hidalgo County, Texas.	K2800-00-000-0193-00	$8,925	$8,500	$1,528.17	
665-14-B	Lot 8, Block 369, of the Edinburg Townsite in Hidalgo County, Texas.	E3300-00-369-0008-00	$21,710	$23,000	$4,559.94	
185-04-E	1.6 Acres, More or Less, Being a Portion of Tract 155, Los Ejidos de Reynosa Grant, as Described in Deed Dated, September 17, 1984, Recorded in Volume 2036, Page 598, Deed Records of Hidalgo County, Texas.	L6050-00-000-0155-10	$22,080	$1,600	$78.72	
077-05-E	Lot 1, Block 6, Havana Heights Subdivision, a Subdivision in Hidalgo County, Texas.	H1600-00-006-0001-00	$41,070	$7,500	$1,316.28	
077-05-E	Lot 2, Block 6, Havana Heights Subdivision, a Subdivision in Hidalgo County, Texas.	H1600-00-006-0002-00	$11,705	$3,700	$234.26	
UIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	A FC

LINEBARGER

077-05-E	Lot 3, Block 6, Havana Heights Subdivision, a Subdivision in Hidalgo County, Texas.	H1600-00-006-0003-00	$12,480	$3,800	$230.23	
077-05-E	Lot 4, Block 6, Havana Heights Subdivision, a Subdivision in Hidalgo County, Texas.	H1600-00-006-0004-00	$13,000	$4,500	$408.24	
658-05-A	The North 1.0 Acre of Tract 155, Share 20 of Los Ejidos De Reynosa Grant, Hidalgo County, Texas, as Described in Deed Dated April 7, 1966 From A. R. Longoria, et ux to Anita O. Vasquez, et al, Recorded in Volume 1147, Page 706, Deed Records of Hidalgo County, Texas.	L6050-00-000-0155-00	$17,425	$4,600	$492.45	
0079-12-J	0.26 Acres, More or Less, out of Tract 163, Los Ejidos de Reynosa Viejo Grant, Hidalgo County, Texas, According to the Map or Plat Thereof, Recorded in Volume 7, Pages 5, Map Records of Hidalgo County, Texas; as Described in a Deed Dated May 12, 1966 From Roman Cerda, et ux to Marcelo Cedillo, Jr., et ux, in Volume 1152, Page 877, Deed Records of Hidalgo County, Texas.	L6050-00-000-0163-40	$42,080	$5,000	$734.16	
027-05-I	Lot 5, Block 2, Eastside Addition, an Addition to the City of La Villa, Hidalgo County, Texas.	E1400-00-002-0005-00	$9,750	$3,000	$46.05	
517-08-I	Lot 12, Block 1, Original Townsite, Town of La Villa, Hidalgo County, Texas.	L2050-00-001-0012-00	$58,205	$9,000	$1,055.18	
440-96-F	The West 1/2 of Lot 3, Dillard Subdivision, Hidalgo County, Texas as per Plat Recorded in Volume 931, Page 293, Deed Records, Hidalgo County, Texas.	D4800-00-000-0003-00	$34,325	$16,000	$2,900.08	
510-96-F	All of Lot 13 Saint Ann Park Subdivision, an Addition to the City of Mission, Hidalgo, County, Texas.	S5550-00-000-0013-00	$12,300	$9,500	$969.48	
616-96-G	0.40 Acre of Land out of the North 6.89 Acres of the South 13.78 Acres, Lying South and West of the Mission Main Canal, Lot 23-3, West Addition to Sharyland, as per Map Recorded in Volume 1 Page 56, Map Records, Hidalgo County, Texas (Reg. Vol. 2098 Page 182, Official Records, Hidalgo County, Texas).	W0100-00-023-0003-19	$20,360	$500	$0.00	
646-96-B	.64 Acre of Land out of Porcion 55, Being Part of a Certain Larger Tract of Land Containing 9.71 Acres Previously Conveyed by Hidalgo County Water Control and Improvement District No. 7 and 14, as per Map Recorded in Volume 0 Page 30, Map Records, Hidalgo County, Texas. SALE IS SUBJECT TO CITY OF MISSION TAXES	W0100-00-008-0007-10	$13,370	$1,600	$268.28	
UIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	A FO
358-97-A	Lot 131 Chaparral Heights Subdivision, City of Mission, Hidalgo County, Texas.	C4020-00-000-0131-00	$6,700	$10,100	$1,429.44	
387-04-I	Lot 1, Block 183, Original Townsite of Mission, Hidalgo County, Texas.	M5200-00-183-0001-00	$13,355	$14,000	$2,467.53	
809-10-I	Lot 15, Block 140, Remera Addition, an Addition to the City of Mercedes, Hidalgo County, Texas.	R1900-00-140-0015-00	$13,855	$3,400	$212.40	
809-10-I	Lot 16, Block 140, Remera Addition, an Addition to the City of Mercedes, Hidalgo County, Texas.	R1900-00-140-0016-00	$16,080	$2,300	$12.80	
809-10-I	Lot 24, Block 163, Remera Addition, an Addition to the City of Mercedes, Hidalgo County, Texas.	R1900-00-163-0024-00	$16,265	$3,000	$132.60	
175-12-H	Lot 8, Block 23, Original Townsite to the City of Alamo, Hidalgo County, Texas.	A2100-00-023-0008-00	$12,445	$9,500	$2,056.32	

LINEBARGER

549-06-I	Tract 1; Lot 6, Block 4, Huasteca Subdivision, an Addition to the City of Pharr, Hidalgo County, Texas. AND Tract 2; Lot 7, Block 4, Huasteca Subdivision, an Addition to the City of Pharr, Hidalgo County, Texas.	H4950-00-004-0006-00 & H4950-00-004-0007-00	$24,470	$12,500	$1,334.34	
274-09-E	0.11 Acre, More or Less, Being Part of Lot 187, Kelly and Pharr Subdivision, as Described in Deed Dated June 19, 1924, From S. T. Welton to Clay Everhard, in Volume 169, Page 563, Deed Records of Hidalgo County, Texas.	K2400-00-000-0187-05	$21,335	$8,500	$1,150.20	
297-09-C	Lot 45, Block 2, Hidalgo County Park Addition, an Addition to Hidalgo County, Texas, According to the Map or Plat Thereof, Recorded in Volume 14, Page 12, Map Records of Hidalgo County, Texas.	H2650-00-002-0045-00	$20,080	$7,600	$714.84	
515-09-G	Lot 1, and the West One-Half of Lot 2, Block 132, Evans Subdivision, an Addition to Hidalgo County.	E8000-00-132-0001-00	$50,110	$19,000	$3,146.40	
1576-12-I	Lots 7 and 8 in Block 155 of Fir Subdivision, City of Pharr, Hidalgo County, Texas.	F3450-00-155-0007-00	$22,365	$17,500	$3,203.97	
0065-13-F	Lot 147, Sol Brilla Subdivision, Phase II, a Subdivision to the City of Pharr, Hidalgo County, Texas.	S3975-02-000-0147-00	$15,520	$10,600	$1,838.20	
068-13-E	Lot 26, Block 26, Plantation South Subdivision, Unit 5, City of Pharr, Hidalgo County, Texas.	P7170-05-026-0026-00	$18,740	$12,100	$2,256.66	
UIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	A FO
551-10-C	All that Certain Tract of Land Situated out of Lot 7, Block 40, Alamo Land and Sugar Company Subdivision, Described as 5.53 Acres, More or Less, in Deed Dated June 30, 1995, From Rankin Moore Co. Inc. to Evaristo Gonzalez etux, in Clerk's File 461032, SAVE & EXCEPT However, the Following: a.) that Certain 1.00 Acre Tract Described in Clerk's File #798147, Official Records of Hidalgo County, Texas; and b.) that Certain 2.53 Acre Tract Described in Clerk's File #798148, Official Records of Hidalgo County, Texas; Leaving Herein a Residue of 2.00 Acres, More or Less.	A1800-00-040-0007-11	$48,530	$6,200	$878.37	
043-12-G	Lot 39, Southside Village Subdivision, Hidalgo County, Texas.	S5070-00-000-0039-00	$14,495	$7,500	$1,365.60	
050-12-E	Lot 31, South Tower Estates Subdivision, a Subdivision in Hidalgo County, Texas.	S4770-00-000-0031-00	$13,795	$10,000	$2,763.25	
481-09-C	All That Certain Tract of Land out of Lot 456, John H. Shary Subdivision, Hidalgo County, Texas, Described as 1.08 Acres, More or Less, in Deed Dated October 4, 1974, From Leo Acosta et ux to Bertha A. Garcia, in Volume 1421, Page 667, Deed Records of Hidalgo County, Texas; SAVE & EXCEPT However, That Certain 0.241 Acre Tract Described in Clerk's File #836519, Official Records of Hidalgo County, Texas, Leaving Herein a Residue of 0.839 Acres, More or Less.	S2950-00-000-0456-55	$103,325	$55,000	$14,763.00	

Total for Hidalgo County $144,904.47

for Drainage Dist. No. 1 $16,928.59

Total Amount Collected $161,833.06

Total

LINEBARGER

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

Hidalgo County Agenda Request

From : Charles Brown <Charles.Brown@lgbs.com> Tue, Nov 10, 2015 04:40 PM
Subject : Hidalgo County Agenda Request 1 attachment
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>
Cc : Anissa de la Garza <Anissa.delaGarza@lgbs.com>

Monica,
Thank you so much for letting me know the Commissioner's Court meeting date has been moved up to 11/17/2015. We would like to request the following items be placed on the agenda for November 17, 2015. Please note that we are requesting the Tax Resale Bids be placed on both the Commissioner's Court and Hidalgo County Drainage District No. 1 agendas, the delinquent tax collection report is requested on the Commissioner's Court agenda only.

Please place the following items on the Commissioner's Court agenda for the meeting scheduled November 17, 2015.

- First Quarter Delinquent Tax Collection Report for the period of July 1, 2015 through September 30, 2015.
- Discussion and action on tax resale bids received on the properties described as follows (please see attached list)
- Discussion and action on resolution for tax resale bid properties

Charles Brown
Area Manager
Tax Resale Department
Valley-Edinburg
Linebarger Goggan Blair & Sampson, LLP
Attorneys at Law
205 South Pin Oak Avenue
Edinburg, TX 78539
Charles.Brown@lgbs.com
Main: (956) 383-4500
Direct: (956) 289-7909
Fax: (956) 383-7820
http://www.lgbs.com/

CONFIDENTIALITY STATEMENT
This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

Charles Brown
Area Manager
Valley - Edinburg
Linebarger Goggan Blair & Sampson, LLP
Attorneys at Law
Charles.Brown@lgbs.com
205 South Pin Oak Avenue
Edinburg, TX 78539
Main: (956) 383-4500
Direct: (956) 289-7909
Fax: (956) 383-7820
http://www.lgbs.com/

CONFIDENTIALITY STATEMENT
This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

RESALE LIST-HIDALGO COUNTY-NOVEMBER 3.2015.doc
168 KB

ORDER OF THE COMMISSIONERS' COURT OF HIDALGO COUNTY, TEXAS

On the 17th day of November, 2015, at the regularly scheduled meeting of the Hidalgo County Commissioners' Court, a motion was duly made and seconded to resell properties described on the attached list, which were acquired by the County through previous tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same, the County Judge of Hidalgo County, Texas called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED AND ORDERED that the Commissioners' Court of Hidalgo County, Texas approved the bids received on the properties described on the attached list and authorizes the County Judge of Hidalgo County, Texas to execute tax resale deeds conveying the approved properties.

IT IS HEREBY RESOLVED, ORDERED AND SIGNED on this 17th day of November, 2015.

_____

Ramon Garcia
County Judge
Hidalgo County

ATTEST:

_____

Arturo Guajardo, Jr.
County Clerk
Hidalgo County

AI-52281 **Emergency Management** **14. A.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Ramon Garcia, COUNTY JUDGE **Submitted By:** Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Presentation, discussion, and necessary action on Proclamation to terminate the Order Continuing Local State of Disaster for the County of Hidalgo due to the torrential rain event of October 24, 2015, which caused severe damage and flooding to property.
2. Presentation, discussion and authorization for the County Judge to sign the required documentation.

BACKGROUND

10/27/2015 - Proclamation Declaring a Local State of Disaster declared by the County Judge.

11/02/2015-AI52052 - Order Continuing Local State of Disaster

Presentation by Emergency Management Coordinator for discussion and consideration to extend the Disaster Declaration due to the response effort and predicted rainfall to affect the same areas which were currently dealing with flooding or previous flooding.

Fiscal Impact

Attachments

Proclamation
Legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 04:45 PM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Virginia Jones		Started On: 11/12/2015 04:03 PM
Final Approval Date: 11/13/2015		

PROCLAMATION TERMINATING A LOCAL STATE OF DISASTER

WHEREAS, on October 27, 2015 the County Judge issued a proclamation declaring a local state of disaster for Hidalgo County resulting from "severe damage, injury or loss of life or property from flooding due to immediate emergencies from the current and recent torrential rains."; and

WHEREAS, on November 2, 2015 the Local State of Disaster was continued by order of the Commissioner's Court, as a result of "flooding due to immediate emergencies from current and recent torrential rains."; and

WHERAS, the County of Hidalgo has undertaken extraordinary measures to protect the public health, safety and general wellbeing of County citizens, alleviate the suffering of people, and protect or rehabilitate property; and

WHEREAS, the immediate threat from the torrential rains and flooding that led to the current Local Disaster Declaration have subsided; and

WHEREAS, Section 418.108 of the Texas Government Code provides that the presiding officer of the governing body of a political subdivision may declare a state of local disaster; and

WHEREAS, an order or proclamation declaring, continuing, or terminating a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the county clerk.

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE OF THE COUNTY OF HIDALGO THAT THE LOCAL STATE OF DISASTER FOR THE COUNTY OF HIDALGO IS HEREBY TERMINATED.

This proclamation shall take effect immediately from and after this issuance.

ORDERED this the ___ day of _____. 20 ___.

_____
Ramon Garcia, County Judge

ATTEST:

_____.
ARTURO GUAJARDO, JR.
County Clerk

Zimbra **belinda.alvarez@co.hidalgo.tx.us**

Re: Approval of Disaster Termination Order

From : Belinda Alvarez <belinda.alvarez@co.hidalgo.tx.us> Thu, Nov 12, 2015 03:05 PM
Subject : Re: Approval of Disaster Termination Order 1 attachment
To : Erin D. Thorn <erin.thorn@da.co.hidalgo.tx.us>

Thank you

Belinda Sáenz-Alvarez
Deputy EMC
Hidalgo County Office of Emergency Management
100 E. Cano, 2nd Floor
Edinburg, TX 78539

HIDALGO COUNTY PRIVACY NOTICE: This information is intended only for the use of the individual or entity to which it is addressed and contains information that may be privileged, confidential or exempt from disclosure under applicable federal or state law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, contact the sender at 686-318-2615 and delete the original and all copies from any computer. Any views or opinions expressed in this message are those of the individual sender and not necessarily those of Hidalgo County.

From : Erin D. Thorn <erin.thorn@da.co.hidalgo.tx.us> Thu, Nov 12, 2015 03:05 PM
Subject : Approval of Disaster Termination Order 1 attachment
To : Belinda Alvarez <belinda.alvarez@co.hidalgo.tx.us>
Cc : victor garza <victor.garza@da.co.hidalgo.tx.us>

Hello Belinda,

I have reviewed the order. Please find a revised version attached with just a few minor changes. Subject to these changes, our office approves as to form.

Please do not hesitate to reach out to our office with any further questions or concerns.

Best,

Erin D. Thorn
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539

(956) 292-7609 EXT. 8182
(956) 318-2079 FAX
erin.thorn@da.co.hidalgo.tx.us

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

PROCLAMATION TERMINATING LOCAL STATE OF DISASTER.October Rains Revised.docx
66 KB View Download

From : Erin D. Thorn <erin.thorn@da.co.hidalgo.tx.us> Thu, Nov 12, 2015 03:05 PM
Subject : Approval of Disaster Termination Order 1 attachment
To : Belinda Alvarez <belinda.alvarez@co.hidalgo.tx.us>
Cc : victor garza <victor.garza@da.co.hidalgo.tx.us>

Hello Belinda,

I have reviewed the order. Please find a revised version attached with just a few minor changes. Subject to these changes, our office approves as to form.

Please do not hesitate to reach out to our office with any further questions or concerns.

Best,

Erin D. Thorn
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 292-7609 EXT. 8182
(956) 318-2079 FAX
erin.thorn@da.co.hidalgo.tx.us

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

PROCLAMATION TERMINATING LOCAL STATE OF DISASTER.October Rains Revised.docx
66 KB

AI-52241 **Community Service Agency** **15. A.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Presentation and approval of the PY 2016 Community Needs Assessment Strategic plan and CAP plan

BACKGROUND

Fiscal Impact

Attachments

doc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 11:57 AM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM

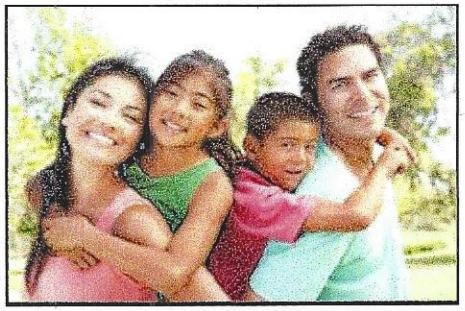
Form Started By: Monica Badillo Started On: 11/12/2015 09:32 AM

Final Approval Date: 11/13/2015

The Hidalgo County Community Service Agency

Community Needs Assessment

November 17, 2015



Executive Summary

Hidalgo County Community Service Agency (HCCSA) is a community action agency serving the County of Hidalgo in deep South Texas. They have undertaken a community needs assessment and developed a strategic plan for the 2016 program year. This report documents the assessment process, analysis and identifies the particular needs to be addressed in the next phase of the this important process.

The purpose of this document was to invite program users and non-users to lift their voices and have a place at "the discussion" regarding the causes of poverty and how best to address those causes. In addition, this process reached out to local elected officials, board members and social service agency executives regarding their perceptions of poverty and how best to address them. Finally, the agency utilized trusted data sources to use as a backdrop for the analysis. These sources include the US Census, WorkForce Solutions, Texas Association of Realtors and the National Center for Education Statistics.

Agency administrators compiled this report and led the discussion process. For the next program year, the plan is for this process to be outsourced to insure a more objective approach to the identification of issues and possible ways to address them.

The needs identified in this report will drive the strategic planning process. They range from improving the communication channels among the County's social services network to providing direct emergency services to those persons living in poverty. In addition, improved services for veterans and the elderly were of particular importance to respondents. Finally, the report cites the need for continued efforts in the area of job skills training and educational attainment.

This report is a starting point in the planning process and will be utilized for that purpose. The authors certainly recognize the need for a more scientific approach that is more representative of the entire indigent population of Hidalgo County.

The structure of this report follows the guidance of the Texas Department of Housing and Community Affairs.

Table of Contents

Introduction	**1**
Overview of the Assessment Process	**2**
Description of Service Area	**3**
Review of Quantitative Data	**4**
Review of Qualitative Data	**6**
Focus Group Discussion	**8**
Key Findings and the Causes and Conditions of Poverty	**8**
Community Strengths and Assets	**9**
Barriers	**10**
Trends	**11**
Priority Needs and Possible Recommendations	**12**
Concluding Comments	**13**

List of Appendices

Appendix A: Community Needs Survey for Residents

Appendix B: Encuesta de Residentes Sobre Necesidades de la Comunidad

Appendix C: Interview of Elected Officials/Board Members

Introduction

The Community Needs Assessment is a required document that allows leaders of the Community Service Agency (CSA) to do a careful review of the needs of the population they are charged with serving. At the same time, they match identified needs with the social services supporting that particular population. The United States Department of Health and Human Services through the Texas Department of Housing and Community Affairs are charged with administering funding for the Community Services Block Grant (CSBG). This funding supports the efforts of the local CSA.

This process is helpful in identifying specific social issues that are possibly within the purview of the agency's service delivery model. This assessment and other similar studies are tools that the agency utilizes as it attempts to better understand the complexity of the issues and seek the resources and partnerships needed to address those identified needs.

Agency Description

The Hidalgo County Community Service Agency (HCCSA) is a department of the County of Hidalgo. The agency was funded in 1985. In previous years, the agency has provided direct services to the county's most vulnerable populations in the form of weatherization, medical transportation, commodity distribution and the like. Most recently, the agency provides utility assistance and comprehensive case management. Both of these programs are funded through the grants from the Texas Department of Housing and Community Affairs.

In addition, HCCSA administers the county's Retired Senior Volunteer Program (RSVP). This program is funded via a grant from the Corporation for National and Community Service (CNCS). Finally, the program houses a local non-profit agency known as Advocacy Resource Center for Housing (ARCH). This agency is an independent organization administered by a separate board of directors.

HCCSA is governed by the Hidalgo County Commissioners Court. A set of formally adopted by-laws grants limited guidance and oversight responsibilities to a nine member advisory board. These two bodies work together to develop policy and set the overall course for the agency. Commissioners Court is ultimately responsible for all aspects of the agency.

The nine member board is comprised of three democratically elected representatives of the poor. Three of the members are selected amongst the elected city officials of the county. Finally, three members are selected from the many community based organizations that work with the vulnerable populations served by the agency.

This nine member board reviews financial documents, develops budget allocations, makes policy recommendations and serves as a voice for the vulnerable populations of the county. Working with the Executive Director and other agency staff, these recommendations are presented to the Commissioners Court for their consideration and approval. This document will follow that particular path to ultimate approval.

Demographics of Agency Clientele

According to reports compiled for the month of August 10, 2015, HCCSA served a total of 15,748 unduplicated persons. The total number of households served was 6,654. Thus the typical household served by the agency consists of approximately 2.4 persons.

The overwhelming majority of those persons are Hispanic (98.7%). Six out of ten are female. All adult household comprise 60.7% of all the clients served by the agency. The agency serves a relatively small number of the county's large migrant population. They comprise only 0.41% of the total number of people served.

In addition, 71.4% of those served receive Social Security Income or Supplemental Security Income. Over 88% of clients served by the agency fall below the federal poverty line and over 71% receive food stamps.

Overview of Assessment Process

The assessment was conducted primarily via surveys developed by the Texas Department of Housing and Community Affairs. The Spanish version of the survey was produced in-house using the local dialect. Surveys were made available to residents as they came into the main office located in Edinburg, Texas. In addition, survey instruments were made available to local non-profit agencies charged with serving the targeted populations. Board members and elected officials were also included in the assessment process. The instruments were also produced by the Texas Department of Housing and Community Affairs. Both groups used the same instrument.

Once the instruments were distributed, completed and collected, results were compiled by agency staff. Tally strokes were used to determine particular needs and a spreadsheet of the results was developed. For elected officials and board member responses, a degree of interpretation was needed. The two instruments varied in that while the resident questionnaire listed specific choices and used a rating system, the elected official/board member instrument utilized open ended questions. Nonetheless, real attempts were made to interpret the intent of the board member/elected official.

Two focus groups were convened for purposes of this community needs assessment. The groups consisted of members of the Advisory Board and key staff members of the agency. Summary results of the elected officials/board members were juxtaposed with those of the residents and clients. Discussions ensued about the correlation between the various groups.

Quantitative data for this document was derived primarily from the state recommended site called Community Commons. This information was augmented with data from the U.S. Census Bureau and a local entity charged with compiling workforce related information. WorkForce Solutions provided information regarding unemployment rates and industrial tends for this report.

Description of Service Area

Hidalgo County Community Service Agency is charged with serving those individuals living with the geographic boundaries of the County of Hidalgo at the southernmost tip of Texas. The county is the eighth most populous county in Texas. The county is bordered by Brooks County to the north, Cameron, Willacy and Kenedy Counties to the east, Starr County to the west. There are twenty two incorporated cities within the geographical boundaries of the county. The population is served by sixteen public school districts and three public universities and one community college.

The American Community Survey, the 2013 estimated population was 815,996 persons (U.S. Census, 2015). Over 90% of the population is of Hispanic origin. In 2013, per capita income was $14,222 as opposed to $26,019 for the state of Texas as a whole. The median household income was $34,146 in Hidalgo County compared to $51,900 statewide. (U.S. Census, 2015). During the 2011-2012 academic year, 83.89% of school age children were eligible for free or reduced lunch. The national average for that period was 48.34% (National Center for Education Statistics).

Children (under the age of 18 years) make up 33.6% of the population in Hidalgo County compared to 26.4% of the Texas population. Females make up 51.2% of the local population as opposed to 50.4% of those living in Texas as a whole. The typical household in Hidalgo County consists of 3.6 persons versus 2.82 persons per household statewide. The median value of an owner occupied home in the county is $78,100. Statewide that number is $128,900 (U.S. Census, 2015).

Review of Quantitative Data

A review of the data provided by the Community Commons website describes a part of the United States that is under extreme pressures exacerbated by population growth. The socioeconomic indicators point to a young population facing high unemployment rates with relatively low literacy rates as compared to other parts of the state and country. These two indicators alone give rise to high levels of poverty which in turn perpetuates the cycle. A closer examination of the indicators will paint a more accurate picture.

Population Growth

According to the 2000 Census, Hidalgo County's population was 569,463 persons. By 2013, the American Community Survey estimated the county's population to be 815,996. The population change was 246,533 over those 13 years This represents 43.29% growth over those years. This change is in comparison to the statewide average of 22.96% and the national barometer of 10.7%. Hidalgo County's growth rate was over three times the national average (U.S. Census, 2015).

Single Parent Family Households/ Female Householder

The majority of Hidalgo County reports well over 37% of single family households living below the federal poverty level. Geographically speaking, with the exception of the Mission-Edinburg-McAllen-Pharr metropolitan area, the rest of the county's single family households living in poverty are above 37% (Community Commons, 2015). For families with a female head of household, the rate is alarmingly high at 12.3% (Community Commons, 2015). This number is double the statewide and national rates.

Employment and Workforce Indicators

For the most part, unemployment has tracked significantly higher than other parts of Texas and the nation. According to WorkForce Solutions the figures for the month of August, 2015 indicate 7.9% of the workforce is unemployed. When compared to the statewide rate of 4.4% and the national unemployment rate of 5.2%, Hidalgo County's rate is exceedingly high (WorkForce Solutions, August, 2015).

The growth rate for non agricultural employment is rebounding from the May, 2015 low of 1.9%. This segment of the economy is slightly below 3%. This indicates a bit of improvement but certainly is ominously low in terms of job prospects . Leading non-farm industries are education/health services, trade/transportation and utilities, government and leisure/hospitality (WorkForce Solutions, August, 2015).

Educational Attainment and Literacy Rate

Those having graduated from high school comprise 61.8% of the county's population as opposed to 81.2% statewide. Those obtaining at least a bachelor's degree comprise 15.9% of the local population compared to 26.7% of the statewide population. In Hidalgo County, almost 85% of the local population over the age of 5 years speak a language other than English at home. This number is compared to 34.7% of the statewide population (U.S. Census, 2015).

For the general population, over 38% of adults have no high school diploma. The rate for the state is 18.83% and nation is 13.98%.

Veterans and Educational Attainment

Information from the United States Census Bureau estimates that there are 23,498 veterans in Hidalgo County. Anecdotal evidence (discussions with veteran advocacy groups, Congressional aides, etc) point to a higher number of veterans living in Hidalgo County. For the winter months it is safe to say that the number significantly increases as the Winter Texan population returns. However, for purposes of this discussion, the official census information will be utilized. The American Community Survey indicates that 10% of the veterans living in Hidalgo County have no high school diploma. This number is significantly higher than the Texas rate of 6.98% and the national rate of 7.73%

Housing Indicators

Hidalgo County boasts a relatively high percentage of owner occupied homes. In 2012, over 59% of the population own their homes in the County. However, this is down from a high of 73.06% in the year 2000 (Community Commons, 2015). The median value of these homes is slightly over $33,000. Statewide the median home value is almost $52,000 (U.S. Census, 2015). A significant percentage of these homeowners are also living without indoor plumbing. The American Community Survey details 4,992 homes without indoor plumbing. This translates to 2.33% of the housing stock. The rest of the state is well below 1% of population as is the nation (Community Commons, 2015).

Uninsured Population

Hidalgo County is home to an alarmingly high number of uninsured persons. Almost 39% of the population currently has no health insurance. Statewide the number is 25.2% and nationally the uninsured population stands at 17%.

Review of Qualitative Data

The following describes the various methods utilized in the collection of first hand data via the use of surveys. The top five needs are also presented.

Agency Client Surveys (Main Office)

Four hundred thirty five responses were received from clients who applied for services at the Edinburg location. The top five identified needs were the following:

Utility Assistance

Weatherization of their homes

Affordable Medical Care

Prescription Assistance

Rental Assistance

Given the location of the office and the fact that the residents actually were coming in to apply for services at this location, there is a strong possibility that responses would be skewed in favor of utility assistance. In addition, given that over 33% of the clients that access agency services are over the age of 55 years of age, there exists a further possibility of skewed responses. The assessment team was keenly aware of this and made the focus group aware of these possibilities.

Targeted Population Surveys

One hundred thirty eight responses were received from various populations that represented the low income and vulnerable populations of the county but may or may not have been receiving services from the agency. These surveys were received from partnering agencies with access to those particular populations. Three responses tied for fifth. They are shown. The top five identified needs were the following :

Crime Awareness Education / Reduction

Trade or Technical School

Public Parks

Neighborhood Clean ups

Employment

Help Finding a Job

Prescription Assistance

Elected Officials/Organizations

Three hundred nineteen surveys were returned by organizational leaders and elected officials. Board member input would be requested during the focus group portion of the assessment. The top five identified needs were the following:

Education

Housing Assistance

Employment

Emergency Assistance

Income Management

Given that this survey instrument was formatted and worded differently from the others, the assessment made was given latitude to interpret responses and group like responses together.

Summary of Qualitative Data

For ease of presentation, the following table was developed. The three sources of survey responses correspond with the description above.

Rank	Main Office	Targeted Population	Elected Official / Org.
1	Utility Bills	Crime Awareness	Education
2	Weatherization	Trade School	Housing Assistance
3	Affordable Medical Care	Public Parks	Employment
4	Prescription Assistance	Neighborhood Cleanups	Emergency Assistance
5	Rental Assistance	Employment	Income Management
5	-	Help finding a job	-
5	-	Prescription assistance	-

Focus Group Discussion

The focus group consisted of three members of the Advisory Board of Directors and three staff members of the Community Service Agency Supervisory staff. The purpose for the group was to examine the various types of data and draw educated inferences from the information.

The group was presented with each of the top five needs as identified by the various groups. Immediately, the group began to draw parallels from each set of data. Once these similarities were discussed thoroughly, a master list of the combined top five needs was developed and posted for discussion. The discussion involved the urgency of the need, existing efforts in the community to address the need, possible gaps in addressing the need and finally possible strategies for addressing the need over the next twelve months.

The final list of community needs and their respective rankings are as follows:

Utility Assistance/Emergency Assistance

Housing / Rental Assistance

Affordable Medical Care / Prescription Assistance

Education / Low Educational Attainment

Employment Opportunities

Key Findings and the Causes and Conditions of Poverty

- The community at large is concerned about the prevalence of crime especially fraud perpetrated against the elderly.
- There exists a need of temporary assistance for those living in poverty who experience acute events such as loss of employment, illness or other emergencies.
- Safe, affordable housing shortages exist in Hidalgo County. Many residents improvise by living in homes that are substandard and oftentimes unsafe.
- Low literacy levels and low educational attainment exacerbate the issues of unemployment and underemployment.
- Residents report high levels of ambiguity regarding the quality of information they receive regarding other services. Communication and coordination among the social service agencies must be improved.

- There exists a need for more a more comprehensive approach to serving veterans in Hidalgo County.

- Financial illiteracy is prevalent in Hidalgo County especially among the vulnerable populations.

- Single head of household families, especially those led by females are at high risk for perpetuating the cycle of poverty.

Community Strengths and Assets

Hidalgo County is comprised of twenty two municipalities. Each of these communities has its own list of strengths. However, the county can count on four major assets that set it apart from any other area in the state.

Responsive Community Leaders

Hidalgo County boasts a resilient population with leaders who are responsive to the community's needs. For example, the County leads other parts of the nation with regards to the prevalence of type 2 diabetes. Community leaders, social service agencies, healthcare organizations, the general population and the academic community have united under this one threat to develop strategies to educate and screen persons at risk of developing this insidious disease. The results are demonstrated via the many coalitions throughout the county.

Higher Education

The recent merger of the two universities serving deep south Texas into one University of Texas Rio Grande Valley has put the spotlight on the higher education investments in Hidalgo County. The school will also be home to the area's first medical school. These two historic undertakings represent tremendous growth opportunities for the area. In addition, Texas A&M University and the University of Houston have also developed plans to expand into Hidalgo County. Finally, the continued growth of South Texas College allows for unprecedented opportunities for students in the area.

Highly Organized Vulnerable Populations

For years, advocates for the area's underserved population have voiced their needs and concerns to community leaders. However, in recent years, these groups have developed a more organized umbrella group that has allowed for a more unified and louder voice to be heard throughout Hidalgo County. The dialogue has become more evident as these groups approach leaders with needs such as street lighting, improved police protection and better drainage infrastructure.

Tight Knit Social Services Network

Although Hidalgo County's population is well over the 800,000 person mark, it still maintains its small town feel when it comes to social services. In the county, there exists a relative small group of social service leaders who work very well together in all facets of their work. This is particularly evident during times of crisis such as hurricanes and the like.

Barriers

The area is not immune from experiencing some of the things that hinder forward momentum. The top three challenges to progress are detailed below.

Limited Regional Planning Efforts

Because of the scarce resources of the past and the existence of twenty two municipalities and sixteen independent school districts, regionalism is sometimes lost. An important note to add is that each of these governmental entities has its own elected board and respond to smaller subsets of the population. Because of this, leaders have to work twice as hard to convince their constituencies and their neighbors of the virtues of regional visions

Limited Tax Base

The county has been beset by poverty for many years. In addition, during times of extraordinary population growth of the 1980's thru the 1990's, the tax base grew at disproportionate rates. This discrepancy placed extreme fiscal pressures on many communities as they tried to provide vital public services with little increase in tax base growth.

Unprecedented Growth Rates

Hidalgo County experienced tremendous population growth beginning in the late 1970's and it remained unabated through 2010. The decennial growth rates between 1980 and 2010 were 56%, 35%, 48% and 36%. Anecdotal evidence describe school districts that were building two elementary schools and one middle school every year.

Trends

Population Growth

Population growth will continue to be a consideration for leaders of Hidalgo County. The issue is compounded by immigration given the county's proximity to the border. In addition, Hidalgo County's young population (28 years is the median) points to continued positive growth.

Need for Skilled Workforce

As more and more industry makes its way to South Texas, Hidalgo County will experience a tremendous need for a more highly skilled workforce. The emergence of the nascent medical industry can only mean increased need for a more highly skilled pool of employees.

Improved Economic Opportunity

The development of the I-69 corridor and the improved super highways of Mexico will lead to increased economic opportunity for persons living in Hidalgo County. In addition to a strong retail and service sector, budding technologies will offer unprecedented opportunities.

Improved Educational Access

The academic sector will continue to play a vital role in the development of Hidalgo County. The creation of the new university and the inauguration of several others will offer new opportunities for professional degrees and bring the important research dollars to Hidalgo County. Continued collaboration amongst school districts and South Texas Community College will continue to propel Hidalgo County forward.

Priority Needs and Possible Recommendations

Given a vigorous analysis of both qualitative and quantitative data and the various discussion group forums, the agency puts forth this list of priority needs and possible recommendations. They include:

Improved Collaboration Among Social Service Agencies

Necessary Targeted Outreach for the Elderly with regard to Elder Abuse and Fraud

Continued Need for Emergency Services (Utility, Rental, Food)

Improved Services for Single Family Households

Improved Quality of Coordinated Services for Veterans

Development of Financial Literacy Courses for the Vulnerable Populations of Hidalgo County

Support for Educational Programs that Produce Highly Skilled Workers

Creation and Adoption of Minimum Housing Standards

Concluding Comments

This document is intended to be used for the purpose of planning Hidalgo County Community Service Agency's 2015-2016 Program Year. It is presented as a starting point for discussion and will be used as such. The agency Administration and Advisory Board present this document from this perspective.

Works Cited

Community Commons. (2015, August). Retrieved August 15, 2015, from Community Action Partnership Hub: http://www.communitycommons.org/maps-data/.

National Center for Education Statistics. *NCES - Common Core of Data.*

U.S. Census. (2015). *Quickfacts - Hidalgo County.*

WorkForce Solutions. (August, 2015). *McAllen - Edinburg - Mission - MSA Monthly Report.*

Mike Willis.

Attachment A - Community Needs Survey for Residents

Hidalgo County - Community Service Agency would like your input to better serve you.

City and County where you live: Hidalgo County

Check one of these choices to let us know who completed the suvey:

☐ Local Offical ☐ Client ☐ Volunteer ☐ Board Member ☐ Resident ☐ Other, describe: _____

Circle the number that reflects you opinion on the need for each item.

CATEGORY	NEEDS	Don't Know (0)	Not Needed (1)	Rarely Needed (2)	Needed (3)	Very Needed (4)
Asistance	Help with applying for Social Security, SSDI, WIC, TANF, etc.	0	1	2	3	4
	Help finding resources in the community	0	1	2	3	4
	Finding Child Care	0	1	2	3	4
	Food	0	1	2	3	4
	Transportation	0	1	2	3	4
	Legal Services	0	1	2	3	4
Case Management	Assistance with goals and self-sufficiency	0	1	2	3	4
Community	Neighborhood clean-up projects	0	1	2	3	4
	Crime awareness or crime reduction	0	1	2	3	4
	Public parks and facilities	0	1	2	3	4
	Employment opportunities	0	1	2	3	4
Education	GED classes	0	1	2	3	4
	English as a Second Language Classes	0	1	2	3	4
	Adult Education or Night School	0	1	2	3	4
	Computer Skills Training	0	1	2	3	4
	Assistance to attend trade or technical school, or college	0	1	2	3	4
Employment	Help finding a job	0	1	2	3	4
	Help with job skills, training & job search	0	1	2	3	4
Family Support	Financial Education/ Budgeting Classes/ Credit Counseling	0	1	2	3	4
	Parenting Classes	0	1	2	3	4
	Nutrition Education/ Healthy Eating Education workshops	0	1	2	3	4
	Classes on healthy relationships, resolving conflicts, etc	0	1	2	3	4
	Counseling services	0	1	2	3	4
	Programs and Activities for Youth (ages 12-18)	0	1	2	3	4
	Programs and Activities for Seniors	0	1	2	3	4
Housing	Affordable Housing	0	1	2	3	4
	Help paying rent	0	1	2	3	4
	Help with utility bills	0	1	2	3	4
	Help to make my home more energy efficient (weatherization)	0	1	2	3	4
Medical	Health Insurance/ Affordable Medical Care	0	1	2	3	4
	Prescription Assistance	0	1	2	3	4

Thank you for taking time to provide us your feed back!

Anexo A - Necesidades de la Comunidad Encuesta de Residentes

Community Service Agency del Condado de Hidalgo pide su participación en esta encuesta para mejor servirle.

Ciudad y Condado en el que vive:_____

Marque una de estas opciones para hacernos saber quien completo la encuesta:

[ ] Official Local [ ] Cliente [ ] Voluntario [ ] Miembro de Junta [ ] Residente [ ] Otro, describa:_____

Circule el número que refleja su opinión sobre la necesidad de cada elemento.

Categoria	Necesidades	No se (0)	No es necesitado (1)	Rara vez se necesita (2)	Necesaria (3)	Muy necesaria (4)
Asistencia	Ayuda para aplicar para Seguro Social, SSDI, WIC, TANF, etc.	0	1	2	3	4
	Ayuda para encontrar recursos en la comunidad	0	1	2	3	4
	Encontrar ayuda para el cuidado de niños	0	1	2	3	4
	Comida	0	1	2	3	4
	Transportacion	0	1	2	3	4
	Servicios Legales	0	1	2	3	4
Gestión de casos	Asistencia con objetivos y autosuficencia	0	1	2	3	4
Comunidad	Proyectos de limpieza en la colonia	0	1	2	3	4
	Conciencia de crimen o reducción de delincuencia	0	1	2	3	4
	Parques públicos e instalaciones	0	1	2	3	4
	Oportunidades de empleo	0	1	2	3	4
Educación	Clases de GED	0	1	2	3	4
	Clases de ingles como segundo idioma	0	1	2	3	4
	Educacion para Adultos o Escuela Nocturna	0	1	2	3	4
	Entrenamiento en Computación	0	1	2	3	4
	Asistencia para atender escuela tecnica ó Colegio	0	1	2	3	4
Empleo	Ayuda para encontrar empleo	0	1	2	3	4
	Ayuda con habilidades de trabajo Y busqueda de empleo	0	1	2	3	4
Apoyo Familiar	Educacion Financiera/Clases de Presupuestos/ asesoria de credito	0	1	2	3	4
	Clases para padres	0	1	2	3	4
	Educación en Nutrición /clases de Alimentación Saludable	0	1	2	3	4
	Clases en relaciones sanas , resolución de conflictos , etc.	0	1	2	3	4
	Servicios de consejería .	0	1	2	3	4
	Programas y Actividades para jovenes (edades12-18)	0	1	2	3	4
	Programas y Actividades para la tercera edad	0	1	2	3	4
Vivienda	Vivienda Economica	0	1	2	3	4
	Ayuda para pagar Renta	0	1	2	3	4
	Ayuda para pagar factura de luz	0	1	2	3	4
	Ayuda para hacer hogar más eficiente con energía (climatizacion)	0	1	2	3	4
Medico	Seguro de Salud / Cuidado Médico economico	0	1	2	3	4
	Asistencia con los medicamentos	0	1	2	3	4

Gracias por tomarse el tiempo para darnos sus comentarios.

Attachment C - Interview of Elected Officials and Board Members

Name of Elected Official: _____ **Title of Elected Position:**_____

City or County Represented:_____/_____ **Date:** _____

_____ (agency name) is conducting a Community Needs Assessment as part of the requirements to receive Community Services Block Grant funds from the Texas Department of Housing and Community Affairs. As part of the survey, we are interviewing key stakeholders in the community.

1. **What do you know about our Community Action Agency and the services we provide that help address needs of low-income persons?** (Note: persons that serve on the agency board do not need to answer question #1.)

2. **What do you think are the top five key needs of low-income persons in your community?** The needs could be in the areas of employment, education, income management, housing, emergency assistance/services, nutrition, helping persons to become self-sufficient, or coordination of services and connecting persons to services, community revitalization, or other needs.

   1)

   2)

   3)

   4)

   5)

3. **What suggestions can you provide on how the needs could be addressed?**

4. **What do you think are some key community revitalization needs?**

5. **How do you think our community can address the identified community revitalization needs?**

6. **Do you have any other feedback?**

AI-52293 **Community Service Agency** **15. B.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Hermelinda(Linda) Ramirez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Approval of the amendment to the license agreement between the County of Hidalgo Texas and SHAH Software Inc.

BACKGROUND

Fiscal Impact

Attachments

SHAH Document

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	11/13/2015 03:08 PM
Form Started By: Hermelinda(Linda) Ramirez		Started On: 11/13/2015 02:51 PM
Final Approval Date: 11/13/2015		

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT TO THE
LICENSE AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS AND SHAH SOFTWARE, INC.

THIS AMENDMENT TO THE LICENSING AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS AND SHAH SOFTWARE, INC. (Agreement) dated August 18, 2015, by and between the County of Hidalgo, Texas, by and through the Hidalgo County Community Service Agency (Licensee) and Shah Software, Inc., (Licensor), is entered between the parties this ___ day of November, 2015.

WHEREAS, Licensor and Licensee entered into an Agreement dated August 18, 2015, in which Licensor was to provide the services of twenty-six (26) "CaseManager – NewGen" software licenses to Licensee;

WHEREAS, Licensor and Licensee now desire to amend the Agreement as hereinafter provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree to the following amendments to the Agreement:

8.7 Independent Contractor Status. 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 Licensee has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

8.8 Indemnity. Licensor shall hold harmless and indemnify Licensee from and against any and all claims, demands, and course of action asserted by any third party arising out of or in connection with the services to be performed under contact.

8.9 Conflicts of Interest. Licensee's employees, officers, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Licensor.

8.10 Fraud, Waste, and Abuse. Licensee is prohibited from engaging in fraud, waste and abuse under this Contract. Licensee shall report any and all instances of fraud, waste, and abuse under this Contract within its knowledge to the Department of Housing and Community Affairs.

8.11 Alterations, Additions, or Deletions Required by Law. Any alterations, additions, or deletions to the terms of the contract which are required by changes in federal law and regulations or state statute are automatically incorporated into the contract without written amendment, and shall become effective on the date designated by such law and/or regulation.

8.12 Further Instruments and Documents. Licensor and Licensee 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.

8.13 Authority to enter into contract. Licensor represents:

a. that it possesses legal authority to enter into the contract, receive and manage the funds authorized by the contract, and to perform the services Subcontractor has obligated itself to perform under the contract.

b. that the person signing the contract on behalf of the Licensor warrants that he/she has been authorized by the Licensor to execute the contract on behalf of the Licensor and to bind the Licensor to all terms set forth in the contract.

c. that Department shall have the right to suspend or terminate the contract if there is a dispute as the legal authority of either the Licensor or the person signing the contract to enter into the contract or to render performances thereunder and that should such suspension or termination occur, the Licensor is liable to the Licensee for any money Licensor has received for performance of provisions of the contract.

8.14 Limitation on Use. Licensee agrees not to use software for political activity, voter registration activities or voter registration.

8.15 Records Retention. Licensee shall retain records related to the use of software for a period of not less than three (3) years.

8.16 Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Licensor and Licensee shall ratify and confirm the terms and provisions of the Agreement as amended.

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

SHAH SOFTWARE, INC.

_____ Date: _____
Jagat Shah, President

THE COUNTY OF HIDALGO

_____ Date: _____
Ramon Garcia, County Judge

ATTEST

_____
Arturo Guajardo, Jr., County Clerk

ATTEST

_____
Stephanie Moore, Secretary

APPROVED AS TO FORM:

Office of Hidalgo County Criminal District Attorney,
Ricardo Rodriguez, Jr.

By:_____
Josephine Ramirez Solis,
Assistant District Attorney

AI-52182 **Precinct #2** **17. A.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Memorandum of Understanding between the County of Hidalgo, Mcallen Careers Institute, and Motivation Education & Training, Inc to provide vocational trade training (welding) at the Pct. 2 Alamo CRC

BACKGROUND

Subject to legal review.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

MOU will be attached to agenda item Monday 11/9/15.

Attachments

legal

MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/06/2015 02:57 PM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Erika Zamora		Started On: 11/06/2015 02:03 PM
Final Approval Date: 11/13/2015		

Zimbra **erika.zamora@co.hidalgo.tx.us**

MOU

From : Erin D. Thorn <erin.thorn@da.co.hidalgo.tx.us> Fri, Nov 06, 2015 03:41 PM

Subject : MOU

To : Jose Cabeza de Vaca <jose.cabezadevaca@co.hidalgo.tx.us>

Cc : victor garza <victor.garza@da.co.hidalgo.tx.us>, Erika Zamora <erika.zamora@co.hidalgo.tx.us>

Hello Pepe,

Please find attached the MOU with suggested revisions.

Subject to our suggested revisions, our office approves as to form.

Please do not hesitate to reach out with any further questions or concerns.

Best,

Erin D. Thorn
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 292-7609 EXT. 8182
(956) 318-2079 FAX
erin.thorn@da.co.hidalgo.tx.us

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

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING

This agreement is entered into and between the training partnership of CC & J Group, L.L.C., DBA **McAllen Careers Institute 304 S. Col. Rowe Blvd., McAllen, TX 78501,** and, **Motivation Education & Training, Inc., 1600 N. Westgate, Suite 400, Weslaco, TX 78596,** (hereinafter, in training partnership, known as "Company") and **County of Hidalgo, Texas, by and through County of Hidalgo Precinct 2, 300 West Hall Acres, Suite G, Pharr, TX 78577,** (hereinafter known as "County").

Company will be providing vocational trade training (welding).

County agrees to the following:

1. Company AGREES TO
    a. Provide instruction and work force training leading to the successful certification of students in the areas of:
        i. Welding – "Flux-Core Welding Program"- 200 hours
    b. Coordinate with training partner to ensure the provision of services to students enrolled in the program.
2. County AGREES TO
    a. Allow the use of the Alamo Community Resource Center Park pavilion, located at 1429 South Tower Road, Alamo, TX 78516, for on-site training of the Flux-core Welding Program, scheduled from November 30, 2015 to January 12, 2016, from 8:00 a.m. to 4:00 p.m., Monday through Friday.
3. ASSURANCES
    a. For the purpose of this agreement, the Company agrees that no service will be denied to enrolled students on the basis of race, sex, religion, color, creed, ethnic or national origin, or disability. No student will be subject to separation, segregation, special conditions, or restrictions which in any way diminish the advantages or benefits enjoyed by other.
    b. Company shall agree to treat all students' identifying information as confidential and under the provision of 42CFR Part 2; Texas Civil Statutes, Article 5561(h) Section 1,2,3,4, and 5,; and Texas Civil Statutes, Article 5547-300, Section 57.

4. INDEMNIFICATION:
   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 COMPANY, ITS AGENTS OR EMPLOYEES.

5. 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).

6. 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.

7. INDEPENDENT CONTRACTOR
   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.

8. ADDITIONAL INSTRUMENTS' AND DOCUMENTS
   County and Company 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.

9. TERMINATION OF AGREEMENT BY NOTICE
   County may terminate this Agreement, with or without reason, upon 30 days' notice by registered or certified mail, return receipt requested, addressed to Company. Company may terminate this Agreement by showing good cause and giving 30 days' notice by registered or certified mail, return receipt requested addressed to County. Notices shall be sent to the respective parties' addresses as stated in the signature lines of this agreement. The Company shall maintain a schedule of actual hours worked and a detailed report of daily activities.

This Agreement is executed in Duplicate originals, each signed copy having the full force and effect of an original this _____ day of _____.

_____

Ramon Garcia
Hidalgo County Judge
100 E. Cano Street, 2nd Floor
Edinburg, TX 78539

_____

Jose Luis Adame, Executive Director
McAllen Careers Institute
304 S. Col. Rowe Blvd.
McAllen, TX 78501

_____

Authorized Representative
Motivation Education & Training, Inc.
P.O. Box 1838
New Caney, TX 77357

_____

Attest: Arturo Guajardo, Jr.
Hidalgo County Clerk

AI-52266 **Precinct #3** **18. A.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

1. Requesting approval of Interlocal Cooperation Agreement between City of Palmview and County of Hidalgo for road improvement project (Champion Lane).

2. Approval of ICA Project in accordance with Texas Government Code 791.014 to overlay Champion Lane in the City of Palmview, Texas.

BACKGROUND

Fiscal Impact

Attachments

ICA - City of Palmview

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 12:48 PM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM

Form Started By: Norma Ceballos Started On: 11/12/2015 11:38 AM

Final Approval Date: 11/13/2015

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND CITY OF PALMVIEW, TEXAS

THIS Agreement is made on this the _____ day of _____, 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 PALMVIEW, 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, Palmview is a city located in Texas;

WHEREAS, City and County desires to assist each other in overlaying Champion Lane in the City of Palmview, 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 for the Work the estimated cost of the Work being Thirty Seven Thousand Five Hundred Thirty Three and no one hundredths dollars ($37,533.00) (the "Cost"). City shall pay County on or before November 20, 2015 the Cost prior to County undertaking the Work. On receipt of the Cost County shall commence the Work on or before thirty (30) days thereafter. Cost shall be based on the County's Cost of labor, equipment and materials for County's furtherance of the Work. The current hourly rates for labor and equipment are attached hereto as Exhibits A and B respectively. The County's cost of materials is attached hereto Exhibit B. County is and shall be solely responsible for determining County's cost for labor, equipment and materials. Hourly costs for labor of County shall include all benefits and other costs associated with the employment of each individual.

2. Should the actual cost of the Work (the "Actual Cost") exceed the Cost, City agrees to reimburse County the difference between the Actual Cost and the Cost within thirty (30) days from the date of invoice from County of such difference.

3. All other costs associated with the Work shall be the responsibility of the City.

4. Term. The term of this Agreement shall not exceed one hundred eighty (180) days from the date of the last of County or City to approve this Agreement.

5. County 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. City, pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein within its corporate city limits.

7. The parties agree that County will be released of any and all duties imposed by this Agreement, following completion of the Work described in this Agreement.

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

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

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

11. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to City:	City of Palmview Attention: Gerardo Perez, Mayor 400 W Veterans Blvd. Palmview, Texas 78572
If to County:	Hidalgo County Attn: Ramon Garcia, County Judge 100 E. Cano, 2nd Floor 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.

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

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

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

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

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

18. **Authority to Execute.** The execution and performance of this Agreement by 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.

19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for

such services out of current revenues available to the paying party as herein provided.

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

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

CITY OF PALMVIEW

By: _____
Gerardo Perez, Mayor

ATTEST:

By: _____
Bertha Garza , 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

EXHIBIT "A"

Labor Rates

PALMVIEW INTERLOCAL

CHAMPION ESTATE

POSITION	NAME	HOUR RATE	2 DAYS
TRUCK DRIVER	FRANCISCO VILLARREAL	$15.84	$253.44
TRUCK DRIVER	GUADALUPE SALINAS	$15.84	$253.44
TRUCK DRIVER	CONRADO TOVAR	$15.84	$253.44
TRUCK DRIVER	PABLO RAMIREZ	$15.84	$253.44
TRUCK DRIVER	RUBEN GARCIA	$15.84	$253.44
TRUCK DRIVER	EFREN CRUZ	$15.84	$253.44
TRUCK DRIVER	JOSE ROSALES	$15.84	$253.44
PAVING SUPERVISOR	JOSE ALANIZ	$17.30	$276.80
PAVING SUPERVISOR	MARTIN FLORES	$16.34	$261.44
HEAVY EQUIPMENT	DOMINGO RAMIREZ	$20.01	$320.16
HEAVY EQUIPMENT	FEDERICO PEÑA	$16.16	$258.56
HEAVY EQUIPMENT	ANTONIO ALAFFA	$16.63	$266.08
MAINTENANCE	SELENA LOPEZ	$13.86	$221.76
MAINTENANCE	MICHAEL SALINAS	$13.86	$221.76
MAINTENANCE	JOSE FUENTES	$13.86	$221.76
OPERATIONS ASSISTANT DIRECTOR	MARCELO GARZA	$30.04	$480.64
		TOTAL	4,303.04



EXHIBT "B"

Equipment Rates and Cost of Materials

PALMVIEW INTERLOCAL

CHAMPION ESTATE

NAME	HR RATE	2 DAYS		
VIBRATING ROLLER	$25.00 X 16HR	$400.00		
PNEUMATIC	$29.00 X 16HR	$464.00		
BACKHOE	$38.00 X 16HR	$608.00		
DUMP TRUCK	$60.00 X 16HR	$960.00		
DUMP TRUCK	$60.00 X 16HR	$960.00		
DUMP TRUCK	$60.00 X 16HR	$960.00		
DUMP TRUCK	$60.00 X 16HR	$960.00		
DUMP TRUCK	$60.00 X 16HR	$960.00		
PAVER	$125.00 X 16HR	$2,000.00		
OIL/DISTRIBUTOR	$13.00 X 16HR	$208.00		
EQUIPMENT	**TOTAL**		$8,480.00	
EMPLOYEE COST (2 DAYS)	**TOTAL**		$4,303.04	
MATERIAL	**TOTAL**		$24,750.00	
			GRAND TOTAL	$37,533.04



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 Champion Lane in the City of Palmview, Texas. City shall pay County the cost of labor, equipment and materials of County to overlay such street 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

AI-52055 **Precinct #3** **18. B.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Requesting approval of First Amendment to Interlocal Cooperation Agreement between the County of Hidalgo and the City of Alton concerning certain improvements to FM 676 (Mile 5) from SH 107 (Conway) to Taylor Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-123-116-0-841

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

BUDGETARY IMPACT:

Funds available as of 11/3/15

Attachments

Amendment ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 11:11 AM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Norma Ceballos		Started On: 10/30/2015 03:26 PM
Final Approval Date: 11/13/2015		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF ALTON CONCERNING CERTAIN IMPROVEMENTS TO FM 676 (MILE 5) FROM SH 107 (CONWAY) TO TAYLOR ROAD

This First Amendment to Interlocal Cooperation Agreement is made this ___ day of _____, 2015 by and between Hidalgo County, Texas (the "County") and the City of Alton (the "City").

WHEREAS, County and City entered into a Interlocal Cooperation Agreement on August 4, 2015 (the "Agreement") in which the City and County agrees to provide certain improvements to FM 676 also known as Mile 5; and

WHEREAS, the parties have now determined to amend and correct certain provisions of the Agreement.

NOW THEREFORE, for and in consideration of the mutual obligations of the parties and the parties other good and valuable consideration the receipt of which hereby acknowledged County and City hereby mutually agree to the following Amendments to the Agreement:

1. The reference in the third "WHEREAS clause" to SH 364 (La Homa) is deleted in the entirety and SH 107(Conway) is substituted in lieu thereof.

2. The eighth "WHEREAS clause" is deleted in its entirety and the following is substituted in lieu there:

   > WHEREAS, the total Phase I project development cost is estimated to be $737,400.00 of which the County will contribute an estimated amount of $368,700.00.

3. The numerical figure in the ninth WHEREAS clause of $496,975.00 is deleted in its entirety and the numerical figure of $368,700.00 is substituted in lieu thereof.

4. The numerical figure in numbered paragraph 3 of the Agreement of $496, 975.00 is deleted in its entirety and the numerical figure of $368,700.00 is substituted in lieu thereof.

5. Exhibit A and B to the Agreement are deleted in their entirety and Exhibits A and B attached hereto are substituted in lieu thereof.

6. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. County and City ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

CITY OF ALTON

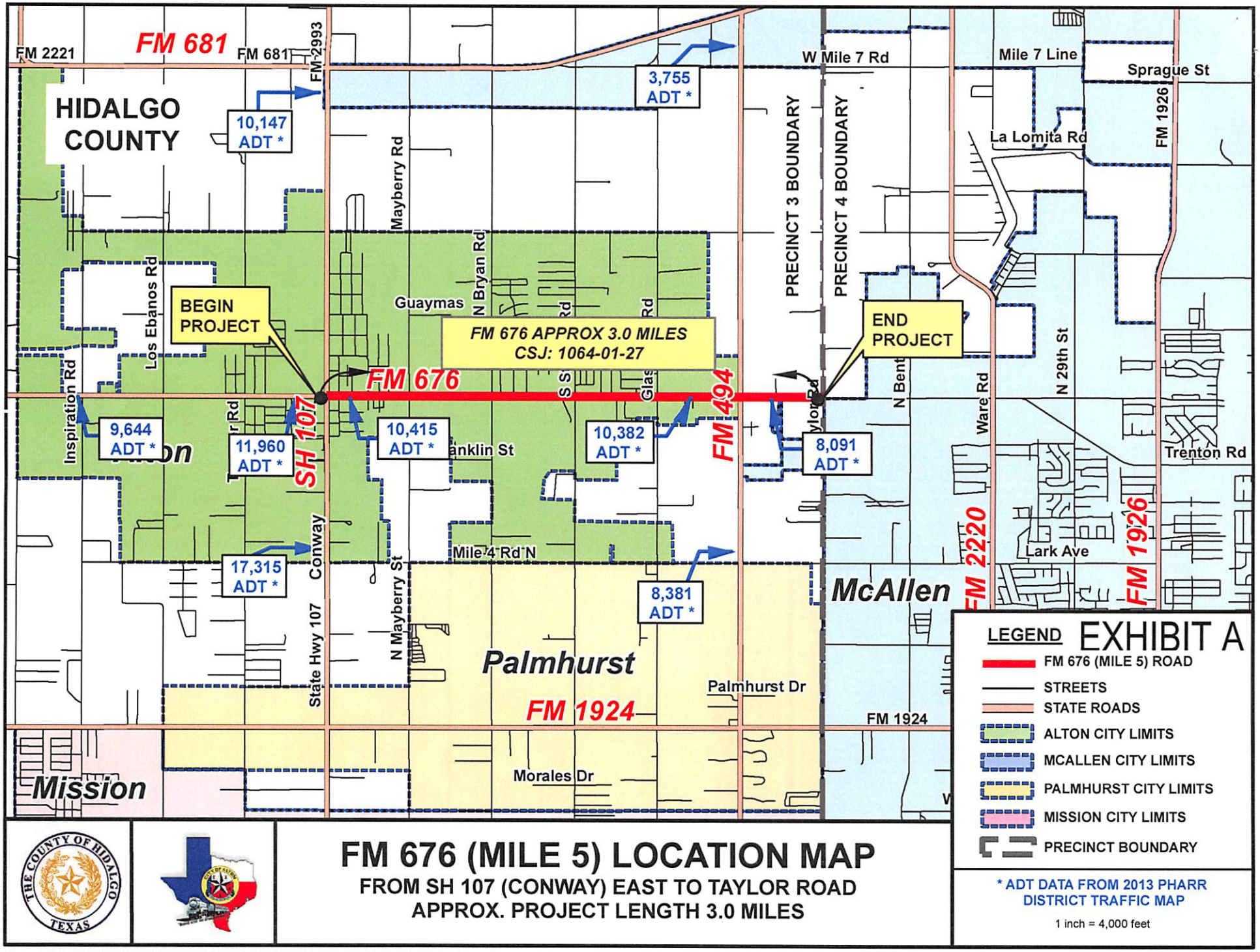
_____
Salvador Vela, Mayor

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

APPROVED AS TO FORM:

_____
Ricardo Gonzalez



FM 676 (MILE 5) LOCATION MAP

FROM SH 107 (CONWAY) EAST TO TAYLOR ROAD
APPROX. PROJECT LENGTH 3.0 MILES

Document Path: G:\GIS I\PROJECTS\HIDALGO\FM 676\2015\FM676 LOCATION MAP SH 107 TO TAYLOR SEG2 - Copy.mxd

SECTION II
EXHIBIT "B"
FM 676 (MILE 5) PROJECT
from SH 107 (Conway) to Taylor Road
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT:	FM 676 (MILE 5)
LIMITS:	from Conway (SH 107) to Taylor Road
EXISTING ROADWAY SECTION:	40-ft Rural & New Location
EXISTING ROW WIDTH:	65-ft to 100-ft Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban
PROPOSED ROW WIDTH:	80-FT
ESTIMATED CONSTRUCTION COST ...(ROADWAY & OUTFALL ON EAST END)	**$13,900,000.00**
LENGTH FOR 4-LANE ROADWAY	3.0 Miles

ESTIMATED PROJECT COSTS	*ESTIMATED % LOCAL COST*	*ESTIMATED PROJECT COST*	*ESTIMATED LOCAL COST*
WORK AUTHORIZATION NO. 1			
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN			
Environmental Document with TxDOT	100%	$ 153,000.00	$ 153,000.00
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	$ 36,000.00	$ 36,000.00
Archeological and Historical Research	100%	$ 35,000.00	$ 35,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 22,500.00	$ 22,500.00
Schematic for Roadway	100%	$ 222,400.00	$ 222,400.00
Hydrological Map for 2 Outfall Drain Ditches & Capacities	100%	$ 63,000.00	$ 63,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%	$ 31,500.00	$ 31,500.00
Preliminary Compensable Utilities Identification on Schematic	100%	$ 72,000.00	$ 72,000.00
Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/ FHWA	100%	$ 30,000.00	$ 30,000.00
Engineering Technical Support to address Public Hearing	100%	$ 36,000.00	$ 36,000.00
Public Involvement to address Public Hearing	100%	$ 36,000.00	$ 36,000.00
SUB-TOTAL		**$ 737,400.00**	**$ 737,400.00**
PHASE II & III - FOR INFORMATION PURPOSES ONLY			
WORK AUTH. NO. 2 - PRELIMINARY ESTIMATE			
PHASE II - ROW Map, Surveys, PS&E			
Complete ROW Map (Estimated 115 Parcels)	100%	TxDOT	$ -
Field Surveys for Design and Construction	100%	TxDOT	$ -
PS&E Development Roadway (7% Engineering Fee)	100%	TxDOT	$ -
Permanent and Temporary Signal Designs	100%	TxDOT	$ -
Permitted Utilities Coordination to adjust	100%	TxDOT	$ -
Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Constructio	100%	TxDOT	$ -
SUB-TOTAL		**TxDOT**	**$ -**
WORK AUTH. NO. 3 - PRELIMINARY ESTIMATE			
PHASE III - ROW Acquisition and Construction Oversight			
Right-of-Way Costs - Acq.Services @ (est. 115 Parcels)	100%	$ 1,587,000.00	$ 1,587,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility	100%	$ 189,000.00	$ 189,000.00
Eng Consultant Construction Management (18 Months)	0%	$ -	$ -
Estimated Roadway Right-of-Way Costs (ESTIMATED 3 miles about 30-ft @ $7.0/ sq ft)	2%	$ 1,848,000.00	$ 27,720.00
COMPENSABLE UTILITY COSTS	2%	$ 300,000.00	$ 4,500.00
ROADWAY, IRRIG SIPHON AND BRIDGE WIDENING CONSTRUCTION COST	0%	$ 13,900,000.00	$ -
TxDOT Construction Inspection (11%)	0%	$ 1,529,000.00	$ -
SUB-TOTAL		**$ 19,353,000.00**	**$ 1,808,220.00**
ESTIMATED TOTAL		**$ 20,090,400.00**	**$ 2,545,620.00**

TOTAL ESTIMATED LPA COST: $ 2,545,620.00

TOTAL ESTIMATED PROJECT COST: $ 20,090,400.00

AI-52271 **Precinct #3** **18. C.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Requesting approval to name road located at 5 1/2 miles North FM 492 as **Vera Rd.**

BACKGROUND

Prososed name of **Vera Rd**. is approved by 911 Department.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to County.

Attachments

Vera Rd. Info.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/12/2015 12:50 PM
Ivan Cantu	Ivan Cantu	11/12/2015 01:27 PM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM

Form Started By: Norma Ceballos Started On: 11/12/2015 12:20 PM

Final Approval Date: 11/13/2015

Zimbra **victor.gallardo@co.hidalgo.tx.us**

Vera Rd

From : Raul Madero <rmadero@lrgvdc911.org> Mon, Nov 09, 2015 10:29 AM

Subject : Vera Rd

To : victor gallardo <victor.gallardo@co.hidalgo.tx.us>

There is no conflict with the name Vera Rd. There is no other road in Hidalgo County listed as Vera Rd.

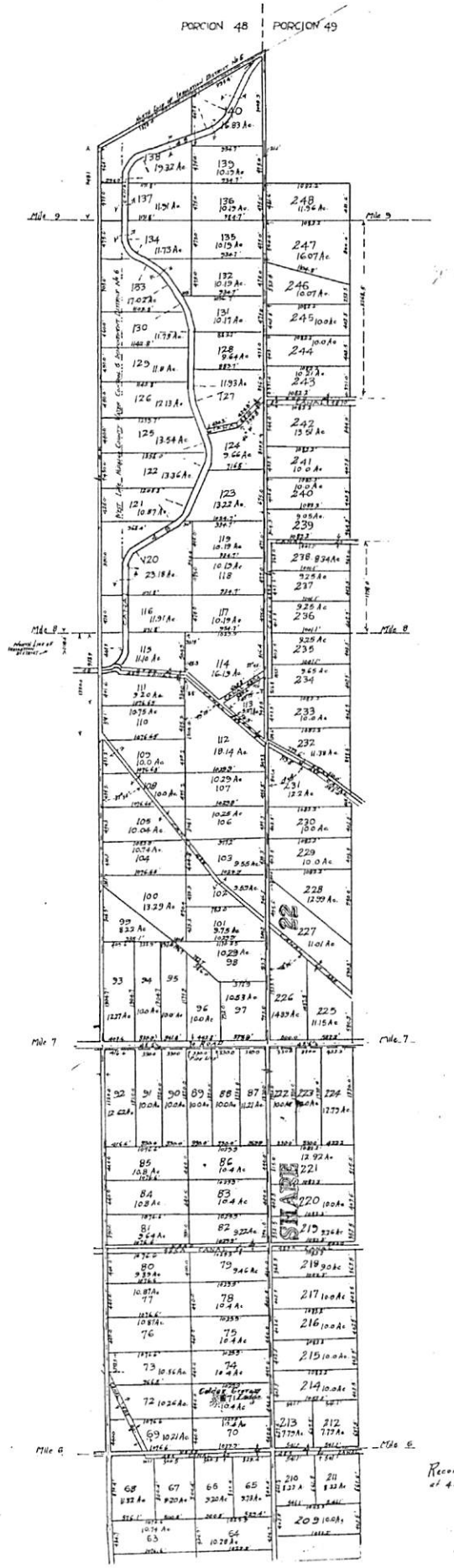
Raul Madero, Planner II
LRGVDC 9-1-1
1912 Joe Stephens Ave Ste A
Weslaco, TX 78596
956-682-3481

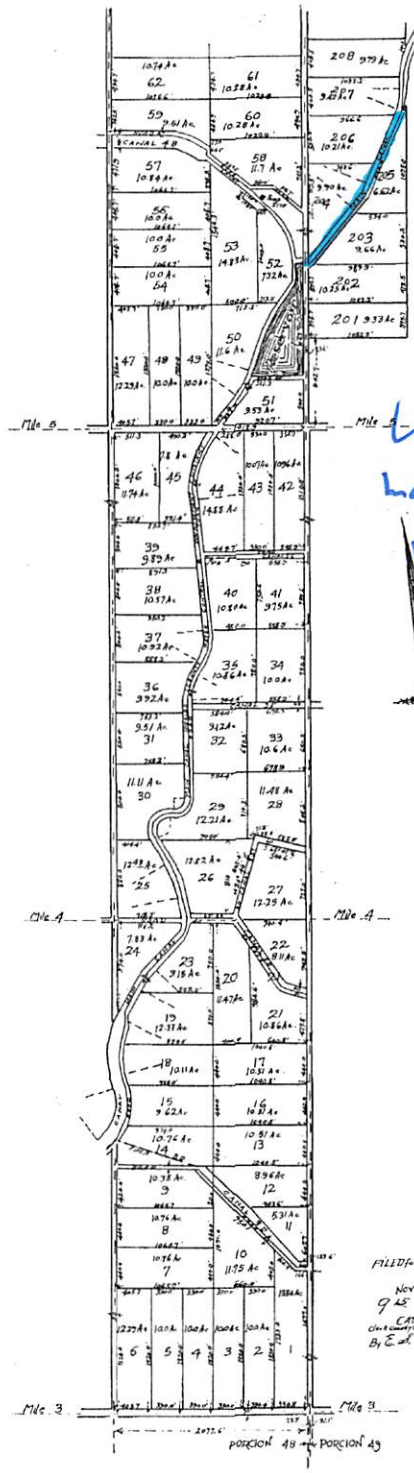
5-24

Vera Road

Lat. 26.300484

Long 98.374563





FILED for record this day
Nov 18 1928
9 45 o'clock A.M.
CAMILE HALL
Clerk County Court, Hidalgo County, Texas
By E. del Hidalgo Deputy

MAP
NICK DOFFING SUBDIVISION No 1

Being a

1583.7 ACRES OUT A PORTION OF THE EAST SIDE OF PORCION 48 NICOLAS ZAMORA ORIGINAL GRANTEE; A STRIP 289 FEET WIDE ALONG A PART OF THE WEST SIDE OF PORCION 49 CONTAINING 224.1 ACRES AND SHARE 22 CONTAINING 530 ACRES IN THE AGREED PARTITION OF PORCION 49 TOMAS ZAMORA ORIGINAL GRANTEE

HIDALGO COUNTY TEXAS

SCALE 0 1/8 1/4 1/2 1 Mile

Oct 23 1928

CARD & PARKS, ENGINEERS

I, R.J. Parks, a surveyor do hereby certify that the foregoing plat of The Nick Doffing Co. Subdivision No 1, being part of the East side of Porcion 48 Nicolas Zamora, original grantee, & a strip 289 feet wide along a part of the West side of Porcion 49 and Share 22 containing 5.36 acres in the Agreed Partition of Porcion 49 Tomas Zamora, original grantee, Hidalgo County, Texas, is a true, correct and accurate survey made on the ground and platted by me, this 8th day of November 1928

R.J. Parks Surveyor

Examined and approved by the undersigned this 19th day of November A.D. 1928

Va Ramsowle
County Judge

Henry Pabst
County Engineer Hidalgo County Texas

STATE OF TEXAS
COUNTY OF HIDALGO

The Nick Doffing Company, a Corporation owners of the above described lands and parties through Nick Doffing, President and Attested by L.H. Ramey, Secretary, Duly authorized by the Board of Directors of said Corporation, for the purposes and consideration therein expressed, do hereby adopt and approve this plat of said subdivision and dedicate to the use of the public forever all streets, alleys, parks and public places shown thereon, and do hereby dedicate the use of the water mains and sewer pipes shown on this plat, and do hereby reserve the easements as shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using same, and all persons claiming property in this subdivision agree that the owner of this property shall not be held responsible for any damage to trees or shrubbery that may be placed in the easements shown on this plat, in the original reasonable grading of said streets, alleys and public places.

WITNESS my hand and seal this 15th day of November 1928

The Nick Doffing Co.
By Nick Doffing Pres.
Attest L.H. Ramey Sec.

(Seal)

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, a notary public in and for Hidalgo County, State of Texas, on this day personally appeared Nick Doffing, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 15 day of November 1928

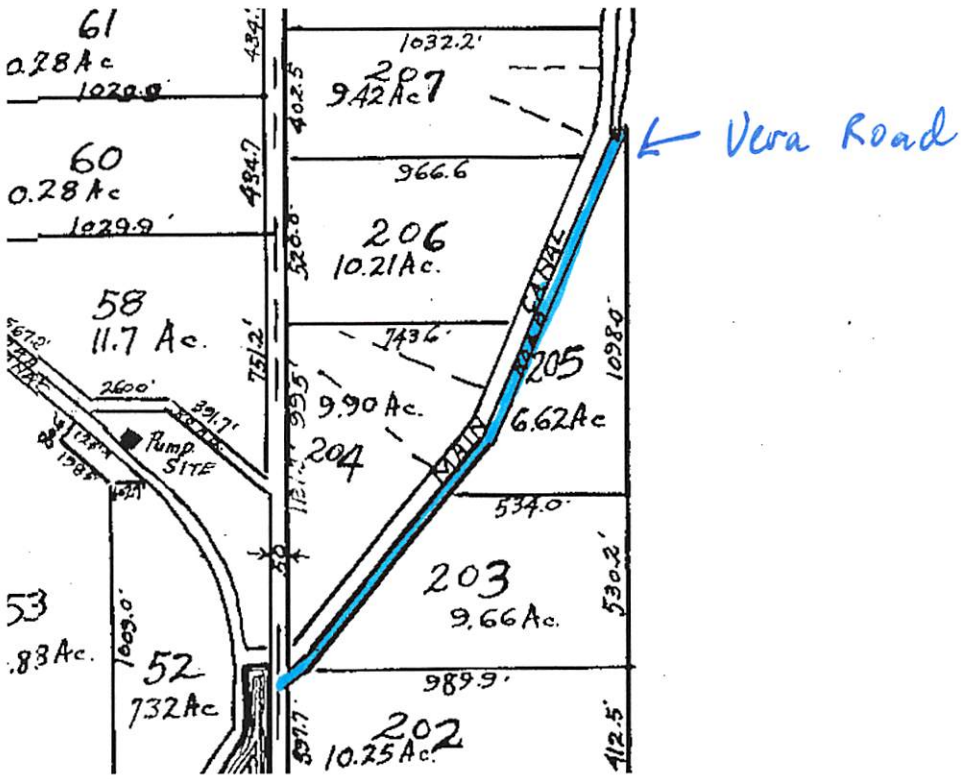
Russell M. Brown
Notary Public Hidalgo County, Texas

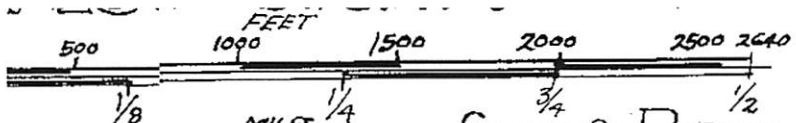
(Seal)

My Commission expires June 1, 1929

Recorded: Nov 16 1928
at 4:45 o'clock P.M.

5-24


61
0.28 Ac
1029.9'
60
0.28 Ac
1029.9'
58
11.7 Ac.
434.1'
434.7'
1032.2'
207
9.42 Ac.
402.5'
966.6'
206
10.21 Ac.
526.8'
743.6'
205
6.62 Ac.
1098.0'
MAIN CANAL
751.2'
995.1'
204
9.90 Ac.
534.0'
203
9.66 Ac.
530.2'
989.9'
202
10.25 Ac.
412.5'
891.7'
53
.83 Ac.
52
7.32 Ac.
1003.0'
2600'
391.7'
Pump SITE
1388'
567.0'
← Vera Road



CARD & PARKS, ENGINEERS

fy that the foregoing map of THE NICK DOFFING Co. SUBDIVISION No. 1, being 158.37 Acres off a portion of the East ; a strip 28.9 feet wide along a part of the West side of Porcion 49 containing 22.41 Acres and Share 22 ion 49, Toribio Zamora, Original Grantee, Hidalgo County Texas, is a true and correct plat of said lands as of November 1928

R. L. Parks Surveyor

s 6th day of November, A.D. 1928

V. A. Ramsower

Notary Public in and for Hidalgo County Texas.

rs of the above described lands and acting through Nick Doffing, President, and attested by L.H. Ramey, Sec. & Treas. or Plat of THE NICK DOFFING Co. SUBDIVISION No. 1, and do hereby dedicate to the use of the public the roads and streets ss through, over & under same, rights of way and easements for water mains, sewer mains, irrigation mains, and with power to alienate grant and convey said easements to such parties as we desire

THE NICK DOFFING CO.

AND SEAL THIS 12th DAY OF NOVEMBER 1928

By Nick Doffing President. (Seal)

mey

Before me, a Notary Public in and for Hidalgo County, State of Texas on this day personally appeared Nick Doffing known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12 DAY OF NOVEMBER 1928

Carroll G. Brown
Notary Public Hidalgo State of Texas

mmission Expires June 1, 1929

To Whom It May Concern: 8/25/2015

I Arnulfo Cuate, gave my permission to mr Rogelio Vera
To register the street with the name that he wants to.Located
at Doffing y mille 5 ½ Mission Texas.

Arnulfo Cuate

Arnulfo Cuate

Date: 8/27/2015

To Whom It May Concern :

I Rogelio Vera, am requesting to name a County Road located 5 ½ miles north FM 492 more particularly described as Nick Doffing #1 Subdivision N3.62 AC, Lot 205 Exc 0.62 AC For H/S 3AC Net Mission, Tx. I spoke with my neighbor Arnulfo Cuate and he has no objection to naming the road Vera Brothers Road. I, also have a signed letter stating to name the road Vera Brothers Road.

For any other questions please feel free to call me @ 956-309-7746



Rogelio Vera

AI-52285 **Budget and Management** **19. A.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct 4 Rio Grande Care Rd (1200):
Approval of 2015 interfund transfer from Co. Wide Adm-Contingency (1100) to Pct 4 Rio Grande Care Road Project (1200) in the amount of $245,000.00 to fund road project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1X00-XXX-XX-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available; pending auditor's posting of AI-52158 approved by commissioners' court on 11/10/15.

Attachments

Interfund

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	11/12/2015 05:41 PM
Budget & Management	Veronica Ortiz	11/13/2015 08:14 AM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Merlen P. Munoz		Started On: 11/12/2015 05:30 PM
Final Approval Date: 11/13/2015		

DATE: November 12, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct 4 Rio Grande Care Road

2015
Interfund Transfer
AI-52285

ACCOUNT NUMBER: **5-1X00-XXX-XX-XXX-0-XXX**

CONTACT PERSON: Merlen Munoz **PHONE:** (956) 292-7025 ext. 5403

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
5-1100-415-00-115-002-0-	899	CO WIDE ADM	CONTINGENCY	(245,000.00)
5-1100-491-01-000-200-0-	**891**	**TRANSFER OUT-**	**ROAD & BRIDGE**	**245,000.00**
TO:				
5-1200-391-01-000-100-0-	**000**	**TRANSFER IN-**	**GENERAL FUND**	**245,000.00**
5-1200-431-00-124-XXX-0-	721	PCT 4 RIO GRANDE CARE RD	ROADS	245,000.00
		TOTAL BUDGET INCREASE (DECREASE)		**245,000.00**

REASON: To assist Pct 4 with Rio Grande Care road project.

DEPARTMENT HEAD SIGNATURE

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

AI-52280 **Budget and Management** **19. B.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Rey Salazar, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Discussion, consideration and approval of AEP (American Electric Power) Contribution-In-Aid-of-Construction Agreement for Electric Distribution Services for the installation of 7 streetlights at Mi Sueno Subdivision in Precinct #3.

2. Discussion, consideration and approval of AEP (American Electric Power) Contribution-In-Aid-of-Construction Agreement for Electric Distribution Services for the installation of 17 streetlights at Eduardos #8 Subdivision in Precinct #3.

3. Discussion, consideration and approval of MVEC (Magic Valley Electric Cooperative) Agreement for the installation of 2 streetlights at Lucero del Norte Subdivision in Precinct #1.

4. Discussion, consideration and approval of MVEC (Magic Valley Electric Cooperative) Agreement for the installation of 19 streetlights at Goolie Meadows Subdivision in Precinct #1.

5. Discussion, consideration and approval of MVEC (Magic Valley Electric Cooperative) Agreement for the installation of 19 streetlights at El Dora Heights Subdivision in Precinct #2.

BACKGROUND

Agreements are for the installation of streetlights fixtures on designated Hidalgo County Streetlight Pilot Program Subdivisions.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-00-115-002-0-430

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

BUDGETARY IMPACT:

Funding available pending approval of AI-52288 on CC 11/17/15.

Attachments

1

2

3

4

5

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	11/12/2015 05:40 PM
Budget & Management	Veronica Ortiz	11/13/2015 08:14 AM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Merlen P. Munoz		Started On: 11/12/2015 03:28 PM
Final Approval Date: 11/13/2015		

AEP Texas Central Company

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

HIDALGO COUNTY
Service: 9.5 N BENTSEN
MISSION, TX

Contract #: DWMS00000320644 Work Request #: 59323103

Date: 9/28/2015

You, HIDALGO COUNTY (Customer) have requested AEP Texas Central Company (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:DESIGNED ON WR# 59323103 BY PETE CARMONA. JOB WILL CONSIST OF INSTALLING 17 STREETLIGHTS ON 6' ARMS AT 9.5 N BENTSEN IN MISSION,TX. FOR PAYMENT INFORMATION CONTACT ROSIE UNDERWOOD AT 956-283-2328

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 485.65. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to INSTALL ALL ELECTRICAL FACILITIES AND MAKE ELECTRICAL TERMINATIONS, and the Customer agrees to provide AND MEET ALL REQUIREMENTS BEFORE JOB IS RELEASED TO CONSTRUCTION and to be ready to take electric service on or before 09/28/2015.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 12/27/2015 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer		Company	
By	_____	By	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

PLEASE >>
DETACH >>
STUB >>
AND >>
RETURN >>
WITH >>
PAYMENT >>

Please remit To:
American Electric Power
Attn: Rose Underwood
5700 N Cage Blvd
Pharr, TX 78577

Bill To:
HIDALGO COUNTY

Company No: 211
Contract No: DWMS00000320644
Customer No:
Date: 9/28/2015
Amount Due: 485.65

Amount Remitted: _____

Contract No: DWMS00000320644
Date: 9/28/2015

PRO FORMA

Customer No:
Purchase Order: 59323103

Description	Quantity	UOM	Init Amt	Net Amount
DESIGNED ON WR# 59323103 BY PETE CARMONA. JOB WILL CONSIST OF INSTALLING 17 STREETLIGHTS ON 6' ARMS AT 9.5 N BENTSEN IN MISSION,TX. FOR PAYMENT INFORMATION CONTACT ROSIE UNDERWOOD AT 956-283-2328	1.0	EA	485.65	485.65

Amount Due: 485.65

Magic Valley Electric Cooperative, Inc.
Mercedes, Texas

Agreement for the Purchase of Power

This agreement made September, 2015, between Magic Valley Electric Cooperative, Inc. (hereinafter called the "Seller") and Hidalgo County (Owner/Lessee/Tenant) Hidalgo County, Texas (hereinafter called "Consumer")

WITNESSETH THAT:

WHEREAS, the Seller agrees to sell and deliver to the Consumer, and the Consumer agrees to purchase and pay for all electric power and energy sufficient for normal requirements at the location hereinafter described, upon the following terms:

1. CONSUMER CLASSIFICATION:

   It is understood and agreed between the parties hereto that the electric service to be made available is to serve 2 street lights billed under the applicable rate schedule of the Seller. Should the Consumer Classification be misrepresented, changed or in error, the Seller reserves the right to apply the correct rate schedule and adjust billings accordingly.

2. SERVICE LOCATION:

   Lucero Del Norte subdivision, Hidalgo County, Texas

3. SERVICE CHARACTERISTICS:

   Service hereunder shall be alternating current, single phase, sixty cycles,120 volts.

4. PAYMENT AND RATE:

   a. Consumer promises to pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in the Seller's rate schedule 6-21; a copy of which schedule is attached hereto and made part hereof. Notwithstanding any provision of the schedule, however, and irrespective of Consumer's requirements, the Consumer shall pay to the Seller not less than $16.11 as a minimum charge per (month/year) plus sales tax if applicable, for service or for having service available hereunder during the term hereof.

   b. The initial billing period shall start when Consumer begins using electric power and energy, or thirty days after power is made available to the Consumer, whichever shall occur first.

   c. All consideration and payment for service and power hereunder shall be paid by Consumer in person or by United States mail at the office of the Seller, at Mercedes, Hidalgo County, Texas. If the consumer fails to pay his account when due then in such event the Seller may at its option discontinue all service to Consumer, and Consumer hereby specifically waives any and all damages which might result as a consequence of such discontinuation of power. Failure of Seller to exercise such option to discontinue service hereunder in event of Consumer's failure to pay hereunder, shall in no event constitute waiver of Seller's right to discontinue service, and each day of breach by nonpayment thereafter by Consumer shall constitute a separate breach of this agreement.

   d. Seller may collect any amounts owing it by the Consumer for electrical energy delivered, and if Consumer becomes delinquent in his account with Seller, Seller may declare the remaining

minimum amount for the remaining terms of this contract due and may sue Consumer in a court of competent jurisdiction to obtain judgement or other legal equitable relief for same.

e. Consumer hereby agrees that in the event he defaults in the payment of any monies due hereunder to the Seller when due, and the Seller places such account in the hands of an attorney for collection, Consumer agrees to pay at Mercedes, Texas all reasonable attorney's fees and collection expenses incurred in such matter.

5. MEMBERSHIP:

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and bylaws of the Seller and by such rules and the Seller may from time to time adopt regulations as. Consumer agrees to have his installation wired so it meets with National Electric Code requirements and the wiring specifications of the Seller.

6. RIGHT OF ACCESS:

Duly authorized representatives of the Seller shall be permitted to enter Consumer's premises at all reasonable times in order to carry out the provisions hereof, or to inspect and repair Seller's facilities.

7. RIGHT-OF-WAY EASEMENTS:

a. Consumer grants an easement to the Seller as required over his property for the purpose of building necessary facilities to serve the Consumer.

b. It is understood that the Seller will use its best efforts in obtaining right-of-way easements over lands belonging to third parties, in order to render service under this contract, but it is understood and agreed between the parties hereto that, if the Seller is unable to obtain said easements from third parties, there is no liability for service under this contract until said easements can be obtained, and it is further understood that the Seller is not required hereunder to undertake condemnation proceedings, or to pay for the easements herein contemplated. And it is further agreed that the Consumer hereunder will use his best efforts in the obtaining of necessary easements from third parties.

8. CONTINUITY OF SERVICE:

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but if such supply should fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of the Seller, Seller shall not be liable for damages resulting from such interruptions or failures.

The electric service contracted for herein is to be provided and taken in accordance with the provisions of this Agreement and Seller's tariff. SAID TARIFF IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE'S OFFICES IN MERCEDES, TEXAS. Order or consent of any regulatory authority having jurisdiction thereof whether or not at the request of the Seller may change any tariff provision (including rates).

9. DEPOSIT:

The Consumer shall make a deposit to the Seller in the sum of $25.00 per street light to remain with the Seller as a guarantee for the duration of service at the aforementioned location, to be applied to any amounts due the Seller at the termination of service to Consumer. However, the Seller reserves the right to refund such deposit at the Seller's option.

10. CONTRIBUTION:

The Consumer will pay to the Cooperative the sum of $593.13 as a contribution cost for approximately 0 feet of distribution line to serve 0. Said $593.13 is a contribution applied toward the cost of construction only, and the Seller is the sole owner of said 0 feet of electric distribution line and appurtenances thereto.

11. TERMS OF PAYMENT:

Periodically, Seller will render to Consumer a statement of services rendered. Consumer agrees to pay the total amount shown on such statement within sixteen (16) days from its date. A 5% late payment charge shall be paid by consumer if payment is not received by Seller when due.

12. TERM OF AGREEMENT:

This agreement shall become effective on the date first above written, and shall remain in effect for five (5) years following the start of the initial billing and thereafter from year to year until terminated by either party giving to the other one month's notice in writing.

13. VENUE:

It is further understood and agreed between Seller and Consumer that venue of any and all litigation arising out of any breaches of the provisions of this agreement shall be in Hidalgo County, Texas.

14. ASSIGNMENT OF CAPITAL CREDITS:

Consumer hereby assigns and transfers to the Seller the total book value of capital credits in Consumer's account which are available for retirement and agrees said amount shall become payable to the Seller one year after it has made a bona fide attempt to pay said amount and not succeeded in doing so.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Magic Valley Electric Cooperative Inc.

By: _____
Manager

Consumer

_____
(Print or Type Name)

By: _____
(Owner) (Corporate Officer) (Partner)

_____
(Tenant) (Lessee)

If signature is that of other than President, Vice President, Partner, or Owner, Power of Attorney must be attached hereto.

AGREEMENT PREPARED BY:

_____ on _____ day of _____, 20_____.

Account Number _____

Meter Number _____

Colonia	Cost per light	One Time Cost			Total
		Membership	Infrastrucutre	Set Up Fees	
Lucero del Norte	$ 16.11	$ 5	$ 593.13	9 X $25= 225.00	$ 823.13

AEP Texas Central Company

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

HIDALGO COUNTY
Service: 9.25 N MOOREFIELD
MISSION, TX

Contract #: DWMS00000320571 Work Request #: 59323319

Date: 9/28/2015

You, HIDALGO COUNTY (Customer) have requested AEP Texas Central Company (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:DESIGNED ON WR# 59323319 BY PETE CARMONA. JOB CONSISTS OF INSTALLING 7 STREETLIGHTS ON 6' ARMS AT 9.25 N MOOREFIELD IN MISSION, TEXAS. FOR PAYMENT INFORMATION CONTACT ROSIE UNDERWOOD AT 956 283 2328

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 146.94. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to INSTALL ELECTRICAL FACILITIES AND MAKE ALL ELECTRICAL TERMINATIONS, and the Customer agrees to provide AND MEET ALL REQUIREMENTS BEFORE JOB IS RELEASED TO CONSTRUCTION and to be ready to take electric service on or before 09/28/2015.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 12/27/2015 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer		Company	
By	_____	By	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

PLEASE >>
DETACH >>
STUB >>
AND >>
RETURN >>
WITH >>
PAYMENT >>

Please remit To:
American Electric Power
Attn: Rose Underwood
5700 N Cage Blvd
Pharr, TX 78577

Bill To:
HIDALGO COUNTY

Company No: 211
Contract No: DWMS00000320571
Customer No:
Date: 9/28/2015
Amount Due: 146.94

Amount Remitted: _____

Contract No: DWMS00000320571
Date: 9/28/2015

PRO FORMA

Customer No:
Purchase Order: 59323319

Description	Quantity	UOM	Init Amt	Net Amount
DESIGNED ON WR# 59323319 BY PETE CARMONA. JOB CONSISTS OF INSTALLING 7 STREETLIGHTS ON 6' ARMS AT 9.25 N MOOREFIELD IN MISSION, TEXAS. FOR PAYMENT INFORMATION CONTACT ROSIE UNDERWOOD AT 956 283 2328	1.0	EA	146.94	146.94

Amount Due: 146.94

Magic Valley Electric Cooperative, Inc.
Mercedes, Texas

Agreement for the Purchase of Power

This agreement made September, 2015, between Magic Valley Electric Cooperative, Inc. (hereinafter called the "Seller") and Hidalgo County (Owner/Lessee/Tenant) Hidalgo County, Texas (hereinafter called "Consumer")

WITNESSETH THAT:

WHEREAS, the Seller agrees to sell and deliver to the Consumer, and the Consumer agrees to purchase and pay for all electric power and energy sufficient for normal requirements at the location hereinafter described, upon the following terms:

1. CONSUMER CLASSIFICATION:

   It is understood and agreed between the parties hereto that the electric service to be made available is to serve 19 street lights billed under the applicable rate schedule of the Seller. Should the Consumer Classification be misrepresented, changed or in error, the Seller reserves the right to apply the correct rate schedule and adjust billings accordingly.

2. SERVICE LOCATION:

   El Dora Heights subdivision, Hidalgo County, Texas

3. SERVICE CHARACTERISTICS:

   Service hereunder shall be alternating current, single phase, sixty cycles,120 volts.

4. PAYMENT AND RATE:

   a. Consumer promises to pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in the Seller's rate schedule 6-21; a copy of which schedule is attached hereto and made part hereof. Notwithstanding any provision of the schedule, however, and irrespective of Consumer's requirements, the Consumer shall pay to the Seller not less than $14.89 as a minimum charge per (month/year) plus sales tax if applicable, for service or for having service available hereunder during the term hereof.

   b. The initial billing period shall start when Consumer begins using electric power and energy, or thirty days after power is made available to the Consumer, whichever shall occur first.

   c. All consideration and payment for service and power hereunder shall be paid by Consumer in person or by United States mail at the office of the Seller, at Mercedes, Hidalgo County, Texas. If the consumer fails to pay his account when due then in such event the Seller may at its option discontinue all service to Consumer, and Consumer hereby specifically waives any and all damages which might result as a consequence of such discontinuation of power. Failure of Seller to exercise such option to discontinue service hereunder in event of Consumer's failure to pay hereunder, shall in no event constitute waiver of Seller's right to discontinue service, and each day of breach by nonpayment thereafter by Consumer shall constitute a separate breach of this agreement.

   d. Seller may collect any amounts owing it by the Consumer for electrical energy delivered, and if Consumer becomes delinquent in his account with Seller, Seller may declare the remaining

minimum amount for the remaining terms of this contract due and may sue Consumer in a court of competent jurisdiction to obtain judgement or other legal equitable relief for same.

e. Consumer hereby agrees that in the event he defaults in the payment of any monies due hereunder to the Seller when due, and the Seller places such account in the hands of an attorney for collection, Consumer agrees to pay at Mercedes, Texas all reasonable attorney's fees and collection expenses incurred in such matter.

5. MEMBERSHIP:

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and bylaws of the Seller and by such rules and the Seller may from time to time adopt regulations as. Consumer agrees to have his installation wired so it meets with National Electric Code requirements and the wiring specifications of the Seller.

6. RIGHT OF ACCESS:

Duly authorized representatives of the Seller shall be permitted to enter Consumer's premises at all reasonable times in order to carry out the provisions hereof, or to inspect and repair Seller's facilities.

7. RIGHT-OF-WAY EASEMENTS:

a. Consumer grants an easement to the Seller as required over his property for the purpose of building necessary facilities to serve the Consumer.

b. It is understood that the Seller will use its best efforts in obtaining right-of-way easements over lands belonging to third parties, in order to render service under this contract, but it is understood and agreed between the parties hereto that, if the Seller is unable to obtain said easements from third parties, there is no liability for service under this contract until said easements can be obtained, and it is further understood that the Seller is not required hereunder to undertake condemnation proceedings, or to pay for the easements herein contemplated. And it is further agreed that the Consumer hereunder will use his best efforts in the obtaining of necessary easements from third parties.

8. CONTINUITY OF SERVICE:

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but if such supply should fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of the Seller, Seller shall not be liable for damages resulting from such interruptions or failures.

The electric service contracted for herein is to be provided and taken in accordance with the provisions of this Agreement and Seller's tariff. SAID TARIFF IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE'S OFFICES IN MERCEDES, TEXAS. Order or consent of any regulatory authority having jurisdiction thereof whether or not at the request of the Seller may change any tariff provision (including rates).

9. DEPOSIT:

The Consumer shall make a deposit to the Seller in the sum of $25.00 per street light to remain with the Seller as a guarantee for the duration of service at the aforementioned location, to be applied to any amounts due the Seller at the termination of service to Consumer. However, the Seller reserves the right to refund such deposit at the Seller's option.

10. CONTRIBUTION:

The Consumer will pay to the Cooperative the sum of $0 as a contribution cost for approximately 0 feet of distribution line to serve 0. Said $0 is a contribution applied toward the cost of construction only, and the Seller is the sole owner of said 0 feet of electric distribution line and appurtenances thereto.

11. TERMS OF PAYMENT:

Periodically, Seller will render to Consumer a statement of services rendered. Consumer agrees to pay the total amount shown on such statement within sixteen (16) days from its date. A 5% late payment charge shall be paid by consumer if payment is not received by Seller when due.

12. TERM OF AGREEMENT:

This agreement shall become effective on the date first above written, and shall remain in effect for five (5) years following the start of the initial billing and thereafter from year to year until terminated by either party giving to the other one month's notice in writing.

13. VENUE:

It is further understood and agreed between Seller and Consumer that venue of any and all litigation arising out of any breaches of the provisions of this agreement shall be in Hidalgo County, Texas.

14. ASSIGNMENT OF CAPITAL CREDITS:

Consumer hereby assigns and transfers to the Seller the total book value of capital credits in Consumer's account which are available for retirement and agrees said amount shall become payable to the Seller one year after it has made a bona fide attempt to pay said amount and not succeeded in doing so.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Magic Valley Electric Cooperative Inc.

By: _____
Manager

Consumer

_____
(Print or Type Name)

By: _____
(Owner) (Corporate Officer) (Partner)

_____
(Tenant) (Lessee)

If signature is that of other than President, Vice President, Partner, or Owner, Power of Attorney must be attached hereto.

AGREEMENT PREPARED BY:

_____ on _____ day of _____, 20_____.

Account Number _____

Meter Number _____

Colonia	Cost per light	One Time Cost			Total
		Membership	Infrastrucutre	Set Up Fees	
Eldora Heights	$ 14.89	$ 5	$ -	30 X $25= 750.00	$ 755.00

Magic Valley Electric Cooperative, Inc.
Mercedes, Texas

Agreement for the Purchase of Power

This agreement made September, 2015, between Magic Valley Electric Cooperative, Inc. (hereinafter called the "Seller") and Hidalgo County (Owner/Lessee/Tenant) Hidalgo County, Texas (hereinafter called "Consumer")

WITNESSETH THAT:

WHEREAS, the Seller agrees to sell and deliver to the Consumer, and the Consumer agrees to purchase and pay for all electric power and energy sufficient for normal requirements at the location hereinafter described, upon the following terms:

1. CONSUMER CLASSIFICATION:

   It is understood and agreed between the parties hereto that the electric service to be made available is to serve 19 street lights billed under the applicable rate schedule of the Seller. Should the Consumer Classification be misrepresented, changed or in error, the Seller reserves the right to apply the correct rate schedule and adjust billings accordingly.

2. SERVICE LOCATION:

   Goolie Meadows subdivision, Hidalgo County, Texas

3. SERVICE CHARACTERISTICS:

   Service hereunder shall be alternating current, single phase, sixty cycles,120 volts.

4. PAYMENT AND RATE:

   a. Consumer promises to pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in the Seller's rate schedule 6-21; a copy of which schedule is attached hereto and made part hereof. Notwithstanding any provision of the schedule, however, and irrespective of Consumer's requirements, the Consumer shall pay to the Seller not less than $16.11 as a minimum charge per (month/year) plus sales tax if applicable, for service or for having service available hereunder during the term hereof.

   b. The initial billing period shall start when Consumer begins using electric power and energy, or thirty days after power is made available to the Consumer, whichever shall occur first.

   c. All consideration and payment for service and power hereunder shall be paid by Consumer in person or by United States mail at the office of the Seller, at Mercedes, Hidalgo County, Texas. If the consumer fails to pay his account when due then in such event the Seller may at its option discontinue all service to Consumer, and Consumer hereby specifically waives any and all damages which might result as a consequence of such discontinuation of power. Failure of Seller to exercise such option to discontinue service hereunder in event of Consumer's failure to pay hereunder, shall in no event constitute waiver of Seller's right to discontinue service, and each day of breach by nonpayment thereafter by Consumer shall constitute a separate breach of this agreement.

   d. Seller may collect any amounts owing it by the Consumer for electrical energy delivered, and if Consumer becomes delinquent in his account with Seller, Seller may declare the remaining

minimum amount for the remaining terms of this contract due and may sue Consumer in a court of competent jurisdiction to obtain judgement or other legal equitable relief for same.

e. Consumer hereby agrees that in the event he defaults in the payment of any monies due hereunder to the Seller when due, and the Seller places such account in the hands of an attorney for collection, Consumer agrees to pay at Mercedes, Texas all reasonable attorney's fees and collection expenses incurred in such matter.

5. MEMBERSHIP:

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and bylaws of the Seller and by such rules and the Seller may from time to time adopt regulations as. Consumer agrees to have his installation wired so it meets with National Electric Code requirements and the wiring specifications of the Seller.

6. RIGHT OF ACCESS:

Duly authorized representatives of the Seller shall be permitted to enter Consumer's premises at all reasonable times in order to carry out the provisions hereof, or to inspect and repair Seller's facilities.

7. RIGHT-OF-WAY EASEMENTS:

a. Consumer grants an easement to the Seller as required over his property for the purpose of building necessary facilities to serve the Consumer.

b. It is understood that the Seller will use its best efforts in obtaining right-of-way easements over lands belonging to third parties, in order to render service under this contract, but it is understood and agreed between the parties hereto that, if the Seller is unable to obtain said easements from third parties, there is no liability for service under this contract until said easements can be obtained, and it is further understood that the Seller is not required hereunder to undertake condemnation proceedings, or to pay for the easements herein contemplated. And it is further agreed that the Consumer hereunder will use his best efforts in the obtaining of necessary easements from third parties.

8. CONTINUITY OF SERVICE:

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but if such supply should fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of the Seller, Seller shall not be liable for damages resulting from such interruptions or failures.

The electric service contracted for herein is to be provided and taken in accordance with the provisions of this Agreement and Seller's tariff. SAID TARIFF IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE'S OFFICES IN MERCEDES, TEXAS. Order or consent of any regulatory authority having jurisdiction thereof whether or not at the request of the Seller may change any tariff provision (including rates).

9. DEPOSIT:

The Consumer shall make a deposit to the Seller in the sum of $25.00 per street light to remain with the Seller as a guarantee for the duration of service at the aforementioned location, to be applied to any amounts due the Seller at the termination of service to Consumer. However, the Seller reserves the right to refund such deposit at the Seller's option.

10. CONTRIBUTION:

The Consumer will pay to the Cooperative the sum of $4061.34 as a contribution cost for approximately 275 feet of distribution line to serve 19 street lights. Said $4061.34 is a contribution applied toward the cost of construction only, and the Seller is the sole owner of said 275 feet of electric distribution line and appurtenances thereto.

11. TERMS OF PAYMENT:

Periodically, Seller will render to Consumer a statement of services rendered. Consumer agrees to pay the total amount shown on such statement within sixteen (16) days from its date. A 5% late payment charge shall be paid by consumer if payment is not received by Seller when due.

12. TERM OF AGREEMENT:

This agreement shall become effective on the date first above written, and shall remain in effect for five (5) years following the start of the initial billing and thereafter from year to year until terminated by either party giving to the other one month's notice in writing.

13. VENUE:

It is further understood and agreed between Seller and Consumer that venue of any and all litigation arising out of any breaches of the provisions of this agreement shall be in Hidalgo County, Texas.

14. ASSIGNMENT OF CAPITAL CREDITS:

Consumer hereby assigns and transfers to the Seller the total book value of capital credits in Consumer's account which are available for retirement and agrees said amount shall become payable to the Seller one year after it has made a bona fide attempt to pay said amount and not succeeded in doing so.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Magic Valley Electric Cooperative Inc.

By: _____
Manager

Consumer

_____
(Print or Type Name)

By: _____
(Owner) (Corporate Officer) (Partner)

_____
(Tenant) (Lessee)

If signature is that of other than President, Vice President, Partner, or Owner, Power of Attorney must be attached hereto.

AGREEMENT PREPARED BY:

_____ on _____ day of _____, 20_____.

Account Number _____

Meter Number _____

Colonia	Cost per light	One Time Cost			Total
		Membership	Infrastrucutre	Set Up Fees	
Goolie Meadows	$ 16.11	$ 5	$ 4,061.34	19 X $25=475.00	$ 4,541.34

AI-52093 **Budget and Management** **19. C.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

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

BACKGROUND

Texas VINE Annual Maintenance Grant Contract - Fiscal Year 2016 was approved by Commissioners' Court on September 15, 2015 (AI# 51068).

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 5-1283-415-00-200-005-6-336

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

BUDGETARY IMPACT:

No Budgetary Impact

Revenue acct #5-1283-334-10-200-005-6-000 "Texas Vine Program Revenue"

Grant FY 2016

Attachments

Production record Qtr 1
BACKUP

Form Review

Inbox	Reviewed By	Date

Manuel Chapa (Originator)	Veronica Ortiz	11/12/2015 12:46 PM
Budget & Management	Veronica Ortiz	11/12/2015 02:16 PM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM

Form Started By: Manuel Chapa Started On: 11/03/2015 01:53 PM

Final Approval Date: 11/13/2015

OFFICE *of the* ATTORNEY GENERAL
GREG ABBOTT

Texas Statewide Automated Victim Notification Service (SAVNS) FY 2016 Quarterly Verification of Continuing Production Record

The purpose of this record is to establish a regular schedule for the Grantee to provide an update regarding the Texas SAVNS Program. The intent is to ensure that the Grantee is aware of the ongoing status of its Texas SAVNS Program functionality and continuing production. The OAG will crosscheck Grantee verifications with those of the Certified Vendor.

Grantee:	Hidalgo County	Contract Number:	1659895

Yes	No	N/A	Grantee Responsibility
X			As of the date below, SAVNS Jail Records are on production and available.
X			As of the date below, SAVNS Court Records are on production and available.
X			County SAVNS Problem Log notes all problems and resolutions.
	X		Program Coordinator/Grant Contact keeps a SAVNS grant file.

Check 'Yes' or 'No' for each box.

the savns file is kept at Auditors Office

The primary responsibility for signing this verification is the Designated Authorized Official. Unchecked or checked 'No' boxes require an explanation in the Explanation/Comments Box.

County Verification:

Signature
Ramon Garcia

Printed Name
Hidalgo County Judge

Title

Date

Explanation/Comments:

*** This completed and signed document must be submitted as an attachment to the quarterly invoice in order for payment to be made on your County's behalf, for costs associated with Annual Maintenance. Please keep a copy in your grant file.

Office of the Attorney General
Statewide Automated Victim Notification Services (SAVNS)
Fiscal Year 2016 Invoice

	PHASE TYPE	
Place an "X" to the right of the applicable quarter(s)	**1st Quarter**	November 30, 2016
	2nd Quarter	February 28, 2016
	3rd Quarter	May 31, 2016
	4th Quarter	August 31, 2016
Mail To: **Office of the Attorney General** **Contract & Asset Management Division -** MC005 **P.O. Box 12548** **Austin, TX 78711-2548**	**Date of Invoice:**	
	Invoice #:	
	Texas TIN:	
	Organization Name:	**Hidalgo County**
	Mailing Address:	2808 S. Business Hwy. 281
	City:	Edinburg
	State:	Tx
Grants Administration Division (GAD) Contact **Attn: Finance Section** **Title: Financial Specialist** **Email: pamela.parks@texasattorneygeneral.gov** **Telephone: (512) 936-6397**	**Zip Code:**	78539
	Contact Person:	Ray Eufracio, CPA
	Title:	County Auditor
	Email Address:	ray.eufracio@auditor.co.hidalgo.tx.us
	Telephone:	956-318-2511 x4604

Month of Service	OAG GRANT #		Amount of Claim
Nov-15	**1659895**	**PCA 10352**	**$6,928.83**

Note - 1: Invoice must be received for the prior quarter by the 5th of the next month following the end of each quarter.

Description of Services: Note 2: Reimbursement for services rendered on a contract basis under the Statewide Automated Victim Notification Service (SAVNS) Grant to the Office of the Attorney General (Term: September 1, 2015 to August 31, 2016).

Note - 3: None of the costs billed under this invoice have been charged to any other state or federal grant, contract, or any other funding source. I certify that the expenses being requested for reimbursement are correct and unpaid.

Note - 4: The amount of claim must not exceed the amount stated in "Total Due" line on the Certified Vendor Invoice.

Authorized Official or Designee Signature
Note - 5: Must be signed by the Authorized Official or Alternate Designee

Signature of Authorized Official or Alternate Designee **Date**

Type/Print Authorized Official Name or Alternate Designee and Title

For OAG Use Only

Date Received by Contracts and Asset Management of the OAG:	GAD Fiscal Approval / Date	Date Received by OAG Accounting:

AI-52048 **Purchasing Department** **20. A. 1.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Roy Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval to declare the items listed in Exhibit "A" (attached herein), office furniture, equipment and vehicles as "Surplus" for the purpose of sale through auction (scheduled for 12-09-2015) in accordance with Texas Local Government Code 263.152 (a)(1); AND, in the event "NO BIDS" received,

B. Pursuant to Texas Local Government Code, 263.151(1) and/or 263.152(a)(3), Commissioners Court proceed to:'...order any of the property to be destroyed or otherwise disposed of as worthless in as much as the sale of said items CC undertook to sell (under Subsection (1) at auction on 12-09-2015 resulted in no bids were received;

C. Requesting authority to publish advertisement for the auction of surplus equipment and vehicles scheduled for 12-09-2015, including, but not limited to, Seized, Abandoned and Unclaimed Property or additional and/or necessary auctions.

BACKGROUND

An inventory was conducted at the auctioneer's premises and found several items broken, weathered, and/or obsolete. The assets have no value to the County due to their condition.

Fiscal Impact

Attachments

Code
exh A

Form Review

Inbox	Reviewed By	Date

Purchasing Department	Darlene Betancourt	11/12/2015 08:13 AM
Budget & Management	Veronica Ortiz	11/12/2015 11:35 AM
Auditor's Office	Monica Badillo	11/13/2015 10:15 AM

Form Started By: Roy Garcia Started On: 10/30/2015 11:27 AM

Final Approval Date: 11/13/2015

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, Sec. 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, Sec. 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, Sec. 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, Sec. 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, Sec. 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, Sec. 1, 3, eff. June 18, 2003. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1233, Sec. 2, eff. June 15, 2007.

Acts 2009, 81st Leg., R.S., Ch. 931, Sec. 1, eff. September 1, 2009.

Asset No	Asset Description	Serial No
15-0177	Metal Desk	N/A
15-0011	Sony TV (KV 32542)	8272551
15-0012	TV Stand	N/A
AA000150	Filing Cabinet 4-Drawer	N/A
19650	Metal Desk	N/A
15-0178	Filling Cabinet 4-Drawer	N/A
15-0179	Mini Refrigerator	N/A
16555	Superior Lateral File w/Lock 4-Drawer	N/A
14151	Metal Desk	N/A
37402	Metal Desk	N/A
28775	Wood Desk - Made by Maintenance	N/A
14-0393	Wood Table	N/A
14-1516	Filling Cabinet 4 Drawer	N/A
14-1510	Filling Cabinet 3-Drawer	N/A
154XX	Filling Cabinet 3-Drawer	N/A
40399	**HP Laser Jet 4100N**	**SJPLGD42878**
15-0019	Red Binders	N/A
14-1505	Round Table	
-	(4) Black Guest Chairs - plastic	N/A
-	Black Leather Office Chair	N/A
15-0033	Office Chair	N/A
15-0027	Office Chair	N/A
15-0024	Office Chair	N/A
15-0026	Office Chair	N/A
ME001250	Office Chair	
-	Office Chair	N/A
-	Guest Chair (Plastic Green/Yellow)	N/A
14-0129		
14-1029	Q See 4-Channel Digital Recorder	200805250584
14-1513	Mobile Table	
14-1727	Emerson TV	
14-1512	Mobile Table	
14-1508	Impression Monitor	GC262G0121
14-1514	Shelfs (White)	
26954	**Hon Wood Desk**	**-**
-	Wood 5 Shelf Cabinet (Tall)	
26962	**Hon Oak-Wood Desk**	**-**
22131	**Wood Desk - Walnut**	**-**
20545	**Wood Desk - Made by Maintenance**	**-**
XXX40	Wood Desk	
15-0079	Wood Desk	
15-0036	?	
15-0040	Wood Desk	
ME000144	**Brother Intelifax 2820 (fax machine)**	**U61325A6J683472**

Asset No	Asset Description	Serial No
15-0020	Hutch (Agrilife)	
15-0035	Bench	
14-1506	Guest Chair (Plastic)	
34661	**Wood Desk - Glo Credenza Kneespace**	**-**
15-0037	Wood Desk	
15-0034	Hutch	
15-0021	Desk	
-	Office Chair (Gray)	
-	Office Chair (Red)	
-	Office Chair (Brown)	
26253	**Hon Desk**	**-**
-	Wood Credenza	
14-1511	Shelf Cabinet (Metal)	
15-0032	Table	
15-0030	Small Table	
15-0031	Table (Burgandy)	
14-1218	Filling Cabinet	
15-0028	Shelf	
28045	**4 Shelf Filling Cabinet**	**-**
15-0023	Drawer	
15-0022	Metal Drawer	
-	Lateral File 2-Drawer (Black)	
13960	**Lateral File 5-Drawer (Tan)**	**-**
15-0018	Mobile Cart	
15-0008	Fellowes Shredder PS80C-2	
-	Shelf Cabinet	
47562	**Dell Ophplex 320**	**HQ96ZD1**
40135	**Intel 2.4GHZ - Computer**	**-**
14-1303	**Small Table**	**-**
15-0605	Dell Monitor	MX-0419TG-47801-263-B4WX
15-0606	Dell Monitor	MX-0419TG-47801-263-B4WE
15-0608	Dell Monitor	CN0273157168426B262
47202	**Dell CPU**	**1N7GDD1**
15-0616	One Touch Scanner	939B002436D1
15-0615	HP Scanner/Photosmart	CN6BPC11DS
15-0607	Brother Printer	U61946A0J344709
38320	**Dell Computer (Tower)**	**88TWK11**
42359	**Dell Computer (Tower)**	**JGWPM41**
n/a	HP Printer	CNWBB17971
15-0601	White HP Printer	CNRXR71196
41032	**Dell Computer Tower**	**HN2MX21**

Asset No	Asset Description	Serial No
40577	**Dell Computer Tower**	**JSYML21**
15-0604	**HP Laser Jet P4014N**	**CNDX115357**
15-0609	**Box of Misc Items**	**n/a**
15-0603	Brother Intellifax 770	456495EOK823971
15-0610	Apollo Overlead Projector	99025092
15-0611	**Boxes of Charges (3)**	**n/a**
15-0612	**Box of Charging Stations (1)**	**n/a**
15-0613	**Box of Radio Covers (1)**	**n/a**
16574	**Lounge Chair - Beige**	**n/a**
16575	**Lounge Chair - Beige**	**n/a**
50551	**Xerox DocuMate Scanner 515**	**851CN108CL6B1100149**
15-0530	Panasonic KX-FHD351 Fax Machine	9IAFB346563
45853	**Dell Latitude D800**	**6B6DV31**
55535	**Dell Optiplex 790**	**3L71MS1**
15-0614	**Box of Keyboards (1)**	**-**
15-0619	HP Office Jet Pro L7580	0789355200092-4
15-0617	HP Office Jet 6500	TH0NN2118-H
15-0619	**Dell Monitors (3)**	**-**
15-0620	HP Desk Jet 04260	TH79H5419K
47196	**Dell Optiplex 745**	**708GDD1**
47251	**Dell Optiplex 745**	**HM9GDD1**
15-0594	RCA Monitor TV	G303CF0CP
15-0599	Sansui Monitor	06577129079
15-0597	RCA Monitor	6303CF05R
15-0443	Xerox Copier Workcentre	FLA-016109N
15-0444	Xerox Copier Workcentre	AYX-993094
15-0446	**Burgandy Rolling Chairs (6)**	**n/a**
ME001086	**Leather Rolling Chair - Blk**	**n/a**
15-0445	**Leather Rolling Chair - Blk**	**n/a**
	Secreterial Chairs (3)	**n/a**
	Burgandy Secreterial Chairs	**n/a**
15-0210	HP LaserJet 1320 Printer	CNDC5231WT
15-0209	HP LaserJet 1100 Printer	USPF040009
15-0212	HP Laserjet 1200 Series Printer	CNCB404244

Asset No	Asset Description	Serial No
34117	**HP OfficeJet T45**	**SG97FA30KB**
15-0220	HP Color LaserJet 3600DN Printer	CNWCH57200
15-0213	HP LaserJet 1160 Printer	CNL1F5302
53051	**LG Plasma TV**	**909RMCJ330667**
21609	**Fire-Fyter Class 350 Safe**	**H-00993140**
15-0221	Compaq Proliant ML350 (Tower/Server)	3J35K
40915	**HP LJ 4200TN Printer**	**CNBX420525**
25736	**Rainbow Aqua Mate w/Power Nozzle**	**7404517**
11370	**Organizer**	**n/a**
15-0477	**Misc Computer Server Books Box 1**	**n/a**
15-0478	**Misc Computer Server Books Box 2**	**n/a**
23653	**Bretford Cabinet**	**n/a**
10590	**Brown IBM Typewriter**	**4199254**
36396	**Sony Microcassette Dictator/Trans**	**1527623**
15-0471	Panasonic Microcassette Trans. RR-930	XE1IV68053
15-0473	**Park Sherman Scale**	**n/a**
15-0475	Smartset Auto Clock CKS1862	41142175PH
15-0472	**Sony Foot Control Unit FS-75**	**n/a**
15-0474	**Sony Foot Control Unit FS-80**	**n/a**
15-0470	U.S. Robotics V.92	2AVLY4KE3444
15-0476	**Sony Hand Control Unit HU-70**	**n/a**
17038	**Marantz Cassette Recorder**	**45U240577**
41473	**Wacom Graphics Tablet**	**2EJ000749**
15-0479	Motorola Brown Intercom HSN1000B	n/a
15-0544	Motorola MTVA Holder Unit	n/a
15-0545	Motorola MTVA VHF Control Unit	n/a
15-0543	Motorola Radio Mic HMN 1056D	n/a
15-0541	TI-5045SV Electronic Calculator	1554479
15-0542	Victor 1260-2 Calculator	061803792
23585	**Midland Mobile Radio**	**042161**
15-0540	Sony Dictator/Transcriber	0536362
15-0548	Northern Telecom Norstar	NNTM60GFK8HS
15-0549	Northern Telecom Meridian	BP04151928
22572	**Northern Telecom Meridian**	**NT8B300423089026**
22584	**Northern Telecom Meridian**	**NT8B200413509024**
15-0551	Northern Telecom Norstar	NNTM60G4SCKS
22569	**Northern Telecom Meridian**	**NT8B300424069026**
15-0550	Northern Telecom	NT8B410402569019
15-0553	Maxon Two-Way Radio Model #SP-130V	001019446
15-0554	Maxon Two-Way Radio Model #SP-130V	001019417
15-0552	Maxon Battery Charger	010302837
15-0547	Nortel Telecom Telephone	NNTM60G4SCKG
22574	**Northern Telecom Telephone**	**NT8B300434939047**
15-0546	Nortel Telecom Telephone	NNTM60GLA6ZZ

Asset No	Asset Description	Serial No
24126	Northern Telecom Telephone	NT8B300434939047
43793	Northern Telecom	NNTMENT04DJ1
43792	Northern Telecom Telephone	NNTMENT3VJ73
40659	Northern Telecom Telephone	PPTMEMA15273
22585	Northern Telecom Telephone	NT8B2004159024
22532	Northern Telecom Telephone	NT8B300422689026
40660	Northern Telecom Nortel Networks	NNTM60GKUKLH
15-0460	Misc Computer Equipment #1	n/a
15-0461	Misc Computer Equipment #2	n/a
15-0462	Misc Computer Equipment #3	n/a
15-0463	Misc Computer Equipment #4	n/a
15-0464	Misc Computer Equipment #5	n/a
15-0465	Misc Computer Equipment #6	n/a
15-0466	Misc Computer Equipment #7	n/a
15-0467	Misc Computer Equipment #8	n/a
15-0468	Misc Computer Equipment #9	n/a
15-0469	Misc Computer Equipment #10	n/a
-	Blk Office Chair	n/a
-	Blk Office Chair	n/a
-	Blk Office Chair	n/a
-	Blk Office Chair	n/a
15-0671	Brother All-In-One Printer	U62700H2N441412
15-0672	Brother Fax Machine	U61227M2W155769
15-0639	Brown Shelf	n/a
15-0640	Blue Secretarial Chairs (5)	n/a
11-0964	Brown Desk	n/a
50293	Dell Optiplex 790 (w/keyboard)	JSNNDK1
15-0621	Small Brown Desk (ManMade)	n/a
11-0966	Desk Return w/2Drawers	n/a
22819	Brown Desk	n/a
15-023	Burgundy Desk Chair	n/a
11-1060	Blk Desk Chair	n/a
15-0624	Box of Misc Supplies	n/a
ME001560	Desk w/Hutch	n/a

Asset No	Asset Description	Serial No
15-0673	**Chairs (21)**	**n/a**
15-0627	Dell Comp Screen	CN-01K5516-71618-48D-AAAL
15-0628	Dell Comp Screen	CN-01K5516-71618-48D-ABAA
15-0626	Dell Comp Screen	CN-01K5516-71618-48D-ABAB
15-0625	Dell Comp Screen	CN-01K5516-71618-48D-AAAK
15-0632	**Brother Toner Cartridge (4)**	**n/a**
15-0632	**HP Laser Toner (3)**	**n/a**
15-0632	**Rabbit Ears Antenna**	**n/a**
15-0633	**Realistic Recorder**	**n/a**
52539	**Dell Optiplex 320 (Tower)**	**HN1ZYD1**
42535	**Dell Optiplex SX280 (Tower)**	**3XPV961**
42531	**Dell Optiplex SX280 (Tower)**	**7XPV961**
42534	**Dell Optiplex SX280 (Tower)**	**3YPV961**
42532	**Dell Optiplex SX280 (Tower)**	**BXPV961**
42533	**Dell Optiplex SX280 (Tower)**	**GXPV961**
42527	**Panasonic 19in TV Flat w/DVD**	**I4AA40390**
15-0609	**TV Stand/Cart (Adjustable)**	**n/a**
15-0630	**11 Binders/Notebooks (dif sizes)**	**n/a**
12-1329	**Office Desk**	**n/a**
15-0635	**Book Shelf**	**n/a**
15-0636	**File Cabinet (tan)**	**n/a**
15-0634	Dell Printer M5200	FFSC521
15-0637	**File Cabinet**	**n/a**
15-0638	**Cabinet**	**n/a**
15-0455	BOX OF STAMPS	N/A
15-0456	BOX OF STAMPS	N/A
15-0452	BOX OF CALCULATOR	N/A
15-0457	BOX OF MICROPHONE	N/A
15-0458	BOX OF MISC SUPPLIES	N/A
15-0459	BOX OF MISC SUPPLIES	N/A
15-0454	BELKIN TRANSFORMER	40404A00261WH
15-0453	CHAIR GREEN	N/A
36243	DESK	N/A
12-0220	BROWN DESK	N/A
ME000226	BROWN DESK	N/A
41673	METAL FILING	N/A
ME001595	BROWN BOOK SHELF	N/A
15-0903	LITTLE BOOK SHELF	N/A
15-0904	DELL MONITOR	CN0FK945716186BKAA0K

Asset No	Asset Description	Serial No
	2 DRAWER FILING CABINET	N/A
15-0905	ARMOR	N/A
15-0906	WOODEN DESK LIGHT BROWN	N/A
15-0903	LIGHT BROWN SHELF	N/A
46265	DELL COMPUTER	CL9XGC1
15-0900	SMALL TABLE W/WHEELS	N/A
15-0901	SCANNER STROBE XP220	01057B103005421
15-0902	CABINET	N/A
18032	FIVE DRW FILE CABINET	N/A
1334	FIVE DRW FILE CABINET	N/A
18033	FIVE DRW FILE CABINET	N/A
5194	FIVE DRW FILE CABINET	N/A
1333	FIVE DRW FILE CABINET	N/A
15187	SMALL BEIGE PRINTER TABLE	N/A
20857	4 DRW FILE CABINET	N/A
15-0241	ONE MARROON LOBBY CHAIRS	N/A
13152	GRAY TWO DRW FILE CABINET	N/A
15-0746	BEIGE TABLE MEDIUM SIZE	N/A
15-0742	SMALL BROWN ROLLING TABLE WITH WING	N/A
15169	BOOKSELF	N/A
15188	5" BEIGE TABLE	N/A
15-0744	6" FOLDING TABLE	N/A
15-0740	MARROON CHAIR WITH PATTERN	N/A
15-0717	ROTISSERIE MACHINE	N/A
15-0741	6 TIER ORGANIZATIONAL TRAYS	N/A
20022	WHITE SEALE	N/A
15-0743	SADDLE STAPLER	N/A
15-0710	BLACK & DECKER BLACK TOASTER	N/A
22995	FIVE DRW FILE CABINET	N/A
NN17554	FIVE DRW FILE CABINET	N/A
NN17557	FIVE DRW FILE CABINET	N/A
179	BLACK 4 DRW CABINET	N/A
15-0587	FILING CABINET	N/A
15-0588	BRIDGE	N/A
15-0592	FILING CABINET TALL	N/A
15-0591	HUTCH	N/A
15-0593	LONG TABLE	N/A
14-0138	BLACK DESK CHAIR	N/A
22906	ROUND TABLE	N/A

Asset No	Asset Description	Serial No
13983	ORANGE COUCH	N/A
15-0573	GRAY CHAIR	N/A
ME000254	TV	V1668522
15-0572	SMALL METAL FILING CABINET	N/A
ME001589	DESK	N/A
22728	CREDENZA	N/A
H-1336	SMALL TABLE	N/A
15-0405	BX OF POWER SUPPLIES	N/A
15-0404	BX OF POWER SUPPLIES	N/A
15-0384	3 COM SWITCH 2924	BC2TFGB5NF4A360
AA001869	3 COM SWITCH 2924	AA2TKG9GM2CECED
15-0385	CANON CANOSCAN LIDE 200	KCYA52871
15-0386	EPSON PERFECTION 1260	EJ4V030052
AA001517	DELL COMPUTER DHS	60GFR61
AA001522	DELL COMPUTER DHS	50GFR61
AA001521	DELL COMPUTER DHS	D0GFR61
AA001527	DELL COMPUTER DHS	G2FFR61
15-0418	DELL-BOX OF KEYBOARDS	N/A
15-0419	DELL-BOX OF KEYBOARDS	N/A
15-0420	DELL-BOX OF KEYBOARDS	N/A
15-0421	DELL-BOX OF KEYBOARDS	N/A
15-0422	DELL-BOX OF KEYBOARDS	N/A
15-0423	VGA-BOX OF BGA CABLES	N/A
15-0424	VGA-BOX OF BGA CABLES	N/A
15-0425	BOX OF POWER CABLES	N/A
15-0426	BOX OF POWER CABLES	N/A
15-0408	DELL-BOX OF KEYBOARDS	N/A
15-0409	DELL-BOX OF KEYBOARDS	N/A
15-0110	DELL-BOX OF KEYBOARDS	N/A
15-0411	DELL-BOX OF KEYBOARDS	N/A
15-0412	DELL-BOX OF KEYBOARDS	N/A
15-0413	DELL-BOX OF KEYBOARDS	N/A
15-0414	DELL-BOX OF KEYBOARDS	N/A
15-0415	DELL-BOX OF KEYBOARDS	N/A
15-0416	DELL-BOX OF KEYBOARDS	N/A
15-0417	DELL-BOX OF KEYBOARDS	N/A
15-0442	ELECTRIC CALCULATOR TI 8660	17502
29673	MODEL K-212 MONEY	5516379
AA001464	HP COLOR LASERJET 4600	JPHKC23199
AA001336	CANON LASER CLASS 9000	UYS37996

Asset No	Asset Description	Serial No
15-0406	MICE BOX DELL	N/A
15-0407	DELL MICE	N/A
15-0434	BLACK FILING CABINET	N/A
AA00148	BROWN FILING CABINET	N/A
15-0440	TAN FILING CABINET	N/A
AA001121	TAN FILING CABINET	N/A
15-0432	TAN FILING CABINET	N/A
15-0433	TAN FILING CABINET	N/A
23720	TAN FILING CABINET	N/A
AA001323	TV-PANASONIC	J9AC1D510
15-0441	UNISONIC CALCULATOR	113899
AA001751	GBC ELECTRIC PUNCH	QU44602
15-0381	DELL OPTIPLEX GX620	4QSFN81
15-0380	DELL OPTIPLEX GX620	2P6DN81
15-0374	DELL OPTIPLEX GX620	H69DN81
15-0375	DELL OPTIPLEX GX620	72PGN81
15-0382	DELL OPTIPLEX GX620	379DN81
15-0367	DELL OPTIPLEX GX620	9G6DN81
15-0377	DELL OPTIPLEX GX620	769DN81
15-0379	DELL OPTIPLEX GX620	1CSFN81
15-0372	DELL OPTIPLEX GX620	HF6DN81
15-0373	DELL OPTIPLEX GX620	6H6DN81
15-0497	HP MONITOR	3Q9183CH5
15-0506	LG MONITOR	108TPNY09775
15-0490	HP MONITOR	3CQ918F29
15-0494	HP MONITOR	CNC915QS8J
15-0364	HP MONITOR	MXM71401WJ
15-0498	ACER MONITOR	ETL520916372500716351
15-0491	DELL MONITOR	CNC-0DC323-71618-647-B006
15-0495	DELL MONITOR	CN-09M372-72872-776-3781
15-0376	DELL OPTIPLEX GX620	CWGDN81
15-0378	DELL OPTIPLEX GX620	5TSFN81
15-0496	DELL MONITOR	CN-0T6116-71618-58N-AHM9
AA001667	HP COMPUTER	MXD4400DCD
15-0395	DELL OPTIPLEX GX620	5XGDN81
15-0503	DELL MONITOR	CN-0T6116-71618-612-BI2D
15-0504	DELL MONITOR	CN-0CC388-71618-72A-AD02
15-0483	DELL MONITOR	CN-0T6116-71618-591-BBSV
15-0500	DELL MONITOR	CN-0T6116-71618-580-AA0B
15-0505	DELL MONITOR	CN-0T6116-71618-580-AHLP
15-0502	DELL MONITOR	CN-0T6116-71618-580-A410

Asset No	Asset Description	Serial No
15-0501	DELL MONITOR	CN-0T6116-71618-58N-AHM7
15-0487	DELL MONITOR	CN-0T6116-71618-580-AHK8
15-0492	DELL MONITOR	CN-0T6116-71618-580-A440
15-0493	DELL MONITOR	CN-0T6116-71618-580-BBT8
15-0482	DELL MONITOR	CN-0T6116-71618-580-AA0C
15-0484	DELL MONITOR	CN-0T6116-71618-580-ADFH
15-0499	DELL MONITOR	CN-0T6116-71618-580-AHK2
15-0486	DELL MONITOR	CN-0T6116-71618-580-BBSN
15-0489	DELL MONITOR	CN-0T6116-71618-580-AA5G
15-0485	DELL MONITOR	CN-0T6116-71618-580-AHKX
15-0480	DELL MONITOR	CN-0T6116-71618-580-AA04
AA001712	HP COMPUTER	MXD4400DG2
AA001656	HP COMPUTER	MXD4400DGV
15-0401	DELL OPTIPLEX GX620	CWZJN81
15-0507	DELL OPTIPLEX GX620	29BDN81
15-0390	DELL OPTIPLEX GX620	8FZJN81
15-0393	DELL OPTIPLEX GX620	GRSFN81
15-0400	DELL OPTIPLEX GX620	JH6DN81
15-0383	DELL OPTIPLEX GX620	440GB81
15-0387	DELL MONITOR	CN-0T6116-71618-580-A421
15-0488	DELL MONITOR	CN-0T6116-71618-580-A447
15-0370	DELL OPTIPLEX GX620	8SSFN81
15-0365	DELL OPTIPLEX GX620	F69DN81
AA001488	HP	EA02LNHZ3W
AA001487	HP	EA0XLNHZ3W
15-0371	DELL OPTIPLEX GX620	F30GN81
15-0368	DELL OPTIPLEX GX620	569DN81
15-0363	DELL OPTIPLEX GX620	4HZJN81
15-0369	DELL OPTIPLEX GX620	5WZFN81
15-0397	DELL OPTIPLEX GX620	219DN81
15-0508	DELL OPTIPLEX GX620	BHMDN81
15-0399	DELL OPTIPLEX GX620	BSSFN81
15-0509	DELL OPTIPLEX GX620	7K6DN81
15-0392	DELL OPTIPLEX GX620	4KGDN81
15-0394	DELL OPTIPLEX GX620	3TSFN81
15-0398	DELL OPTIPLEX GX620	DRSFN81
AA001900	HP COMPUTER	MXL92214KT
AA001708	HP COMPUTER	MXD44004J6
AA001461	DELL COMPUTER	B14B351
15-0481	ANTEK COMPUTER	1896

Asset No	Asset Description	Serial No
AA001816	DELL OPTIPLEX 745	3RDZLD1
15-0389	HP 21 IN MONITOR	3CQ9460VIR
15-0388	HP 19 W MONITOR	3CQ9183CHM
15-0366	HP LASERJET 1000	CNBJ271055
AA001872	HP 4015N PRINTER	CND17009
15-0391	DELL OPTIPLEX GX620	HSSFN81
15-0402	DELL OPTIPLEX GX620	CJ6DN81
15-0403	DELL OPTIPLEX GX620	FQSFN81
15-0396	DELL OPTIPLEX GX620	IH6DN81
15-0845	HOT/COLD WATER DISPENSOR	75542
15-0846	FILING CABINET 5 DRW VERTICAL	N/A
15-0844	3 DRAWER HON PEDESTAL	N/A
43886	2005 Ford F150	1FTPW12595KC32197
36559	2001 Ford Crown Victoria	2FAFP71W01X169624
38026	2002 FORD EXPEDITION	1FMRU15L52LB00029
52247	2000 KENWORTH TRACTOR	1XDA69X8YR81465
52248	1996 WABASH TRAILER	1JJE48SXTL360443
48373	2009 FORD E350 CARGO VAN	1FTSE34P49DA15089
-	TOW HITCH	N/A
C-6469-14-J	2008 FORD F-250	1FTSX20RX8EA15246
C-6469-14-J	2004 FORD F-350	1FTSW30P94EB90038
C-8384-14-B	1997 CHEVROLET TAHOE 4X4	IGNEK13R3VJ394442
C-3252-10-H	1998 FREIGHTLINER TRACTOR	1FUPCDZBXWPA04716
C-3252-10-H	1997 WABASH SEMI-TRAILER	IJJE532S2VL386733
C-3150-14-G	2000 STRICK TRAILER DRY BOX	3BDE9531YX449399
C-4146-14-C	21PALLETS OF OWENS CORNING INSULATION	N/A
C-5937-14-G	1999 WABASH DRY TRAILER	IJJV532W9XL509630
C-6016-14-A	VARIOUS CHARCOAL BAGS/NO PALLETS	N/A
C-8250-14E	2005 JEEP LIBERTY	1J4GK48K85W672229
C-8843-14-A	2003 MERCEDES BENZ	WDBRF61J63E013700
C-8507-14-E	2001 FORD EXPLORER	1FMYU60E51UC93406

Asset No	Asset Description	Serial No
C-1403-15-I	2001 CHEVROLET MALIBU	1G1ND52J816217901
C-1403-15-I	1996 CHEVROLET SILVERADO	1GBEC14M0TZ217259
C-0920-15-G	2000 DODGE DURANGO	1B4HS28NXYF206294
C-1964-15-J	2002 LINCOLN CONTINENTAL	1LNHM82W12Y635610
C-1110-15-A	2002 CADILLAC ESCALADE	1GYEC63T72R131361
C-8569-14-F	2002 DODGE CARAVAN	1B4GP4462B534618
C-8569-14-F	2001 CHRYSLER VOYAGER	1C8GJ45G21B108441
C-0863-15-F	2002 LEXUS RX300	JTJGF10U020132343
C-1656-15-E	1999 FORD F150 TRUCK	1FTRX17W4XKA33794
C-1331-15-A	2003 CADILLAC CTS	1G6DM57N330105241
C-1331-15-A	2000 GMC TRUCK	1GTEC14T2YZ109705
C-0558-15-J	2003 SUZUKI X-7 SUV	JS3TY92V434106131
C-1083-15-E	2002 FORD EXCURSION	1FMNU40L42EA25481
C-1083-15-E	2002 SATURN UE	5GZCZ63B92S807237
C-1083-15-E	2000 CHEVROLET SUBURBAN	3GNFK16T8YG202790
C-1083-15-E	2000 MERCURY MARQUIS	2MEFM75W6YX704817
C-4117-14-I	2007 FORD TAURUS	1FAFP53U07A141629
C-2641-15-E	2005 CHRYSLER PACIFICA	2C4GM68455R509057
C-0524-15-J	2011 CHEVROLET HHR	3GNBAAFW7BS645755
C-2112-15-J	2002 JEEP CHEROKEE	1J4GX58N62C244559
C-6692-14-H	2002 FORD F1150	1FTRW07L72KC86877
C-6620-14-B	2002 FORD EXPEDITION XLT	1FMRU15L02LA89778
C-5290-14-C	2007 CHEVROLET COLORADO	1GCCS13E678139646
46636	2007 FORD EXPEDITION	1FMFU15567LA08116
43107	2006 FORD CROWN VICTORIA	2FAFP71W85X121245
45677	2006 FORD CROWN VICTORIA	2FAFQ71W66X145058
46637	2007 FORD CROWN VICTORIA	2FAFP71W57X113428
C-1103-15-A	2005 FORD FREESTYLE	1FMZK03105GA70372
C-2111-15-A	2006 DODGE CHARGER	2B3KA43R36H266030
C-0742-15-H	2004 CHEVROLET TRAIL BLAZER	1GNDS13S6421965543
33564	2004 FORD F-150 EXTENTED CAB	1FTRX12W25FA33564
43114	2006 FORD CROWN VICTORIA	2FAFP71W65X121244
47475	2006 FORD CROWN VICTORIA	2FAFP71W26X145056
CHCSA201	1994 FORD TRUCK 3/4 TON	1FTHF25Z3LB54380
C-7002-14-A	2013 BLUE YAMAHA FZ6R MOTOR CYCLE	JYARJ18E8DA010927
47713	2008 GRAY FORD F150 PICKUP	1FTRX12W48FB16675
C-5290-14-C	2007 CHEVROLET COLORADO	1GCCS13E678139646

Asset No	Asset Description	Serial No
C-6042-14-J	2005 FORD TAURUS	1FAFP56U65A103458
36611	1981 WHITE INT'L WRECKER	1HTAA17B8BHB13428
41960	1998 WHITE SUNCRUISER MOTOR HOME	3FCMF53G0VJA28697
44301	1987 WHITE INT'L BUS	1HVLPRYLXHH491853
C-6692-14-H	2002 FORD F150	1FTRW07L72KC86877
C-6620-14-B	2002 FORD EXPEDITION XLT	1FMRU15L02LA89778
C-3150-14-G	2000 STICK TRAILER/DRY BOX	3BD2E9531YX449399
C-3843-12-B	2006 FORD F-150	1FTRF12266NB81644
C-5937-14-G	1999 WABASH DRY VAN	1JJV532W9XL509630
43301	2002 FORD E-150 CARGO VAN	1FTRE1482HA62230
	88 Big Metal Ballot Boxes	N/A
	160 Small Metal Boxes	N/A
	4 HP Laserjet C4092A Cartridges	N/A
	11 HP Laserjet 92298A Cartridges	N/A
	8 HP Laserjet C3909A Cartridges	N/A
	Sheriff's Office Auction List #36	
-	001. Clarion car stereo w/ light blue iPod	N/A
-	002. Jenson car stereo w/ blk equalizer	N/A
-	003. Dual car stereo	N/A
-	004. Lg car stereo	N/A
-	005. 2- Hacksaws w/ blades	N/A
-	006. Jvc dvd player	N/A
-	007. Red bolt cutters	N/A
-	008. Nor teck media dvd	N/A
-	009. Grey metal box w/ voltage meter	N/A
-	010. 10” Compound miter saw	N/A
-	011. Box w/ movies & games	N/A
-	012. Sunbeam hair clipper	N/A
-	013. Star wars action figure	N/A
-	014. Black cd case	N/A
-	015. Red bolt cutters	N/A
-	016. Playstation II system w/ remote controller	N/A
-	017. Shovel head	N/A
-	018. Shovel	N/A
-	019. Garden shears	N/A
-	020. metal hammer	N/A
-	021. Copperhead baseball bat	N/A
-	022. T-ball bat	N/A
-	023. Hacksaw	N/A
-	024. Red large bolt cutters	N/A
-	025. Dash light	N/A

Asset No	Asset Description	Serial No
-	026. Green garden shears	N/A
-	027. Black & Decker jig saw	N/A
-	028. Black gargen shears	N/A
-	029. Small black tool box	N/A
-	030. Hammer	N/A
-	031. Easton baseball bat	N/A
-	032. Grey baseball bat	N/A
-	033. Grey bat	N/A
-	034. Nitro baseball bat	N/A
-	035. Tow rope	N/A
-	036. Cross tire iron	N/A
-	037. Easton baseball bat	N/A
-	038. Grey baseball bat	N/A
-	039. Black baseball bat	N/A
-	040. Blue baseball bat	N/A
-	041. Black baseball bat	N/A
-	042. Wooden baseball bat	N/A
-	043. Red bolt cutters	N/A
-	044. Red large bolt cutters	N/A
-	045. Radio shack scanner	N/A
-	046. Black tire iron	N/A
-	047. Chicago drill, sander. Light	N/A
-	048. Hammer	N/A
-	049. Small hammer	N/A
-	050. Resonance car stereo	N/A
-	051. Cutting tool	N/A
-	052. Reciprocating saw	N/A
-	053. Red bolt cutters	N/A
-	054. Bag of tools	N/A
-	055. Window	N/A
-	056. Black stereo w/ black amplifier	N/A
-	057. Football cards	N/A
-	058. Bench grinder	N/A
-	059. Venture T.v.	N/A
-	060. Stanley tool set	N/A
-	061. Hilti reciprocating saw	N/A
-	062. Black & Decker drill	N/A
-	063. Blue nail gun	N/A
-	064. Black & Decker circular saw	N/A
-	065. Small blue nail gun	N/A
-	066. Jvc car stereo	N/A
-	067. DeWalt grinder	N/A
-	068. Chicago reciprocating saw	N/A

Asset No	Asset Description	Serial No
-	069. Yellow DeWalt grinder	N/A
-	070. 400 Watt converter	N/A
-	071. Porter cable drill	N/A
-	072. Black & Decker mouse sander	N/A
-	073. Breaker bar	N/A
-	074. Hammer	N/A
-	075. Craftsman drill	N/A
-	076. Food saver	N/A
-	077. Grey bat	N/A
-	078. Nail gun	N/A
-	079. Cement tool	N/A
-	080. Hammer	N/A
-	081. Black & Decker skill saw	N/A
-	082. Craftsman light	N/A
-	083. Car charger compressor	N/A
-	084. Craftsman reciprocating saw	N/A
-	085. Craftsman chain saw	N/A
-	086. Black & Decker skill saw	N/A
-	087. Black & Decker sander	N/A
-	088. Craftsman drill	N/A
-	089. Horizontal angle sander	N/A
-	090. Chicago 5 ½ circular saw	N/A
-	091. Red golf bag	N/A
-	092. Delta miter saw	N/A
-	093. Orange skill saw	N/A
-	094. Chicago reciprocating saw	N/A
-	095. Generator power 206	N/A
-	096. Skill saw circular saw	N/A
-	097. Black & Decker drill	N/A
-	098. Stanley tools	N/A
-	099. Hammer	N/A
-	100. Gas edger	N/A
-	101. Milwaukee reciprocating saw	N/A
-	102. Poulin chain saw	N/A
-	103. Skill jig saw	N/A
-	104. Craftsman drill	N/A
-	105. Buffer	N/A
-	106. Grey air nail gun	N/A
-	107. Air impact gun	N/A
-	108. 2 ½ ton floor jack	N/A
-	109. Nintendo 64 game console w/ remote controller	N/A
-	110. Orange igloo cooler	N/A
-	111. Grey grease gun	N/A

Asset No	Asset Description	Serial No
-	112. Mongoose bicycle	N/A
-	113. DeWalt grinder	N/A
-	114. Blue grinder	N/A
-	115. Sparks 3000 lbs electric winch	N/A
-	116. Dual car stereo	N/A
-	117. Hp computer tower	N/A
-	118. Hp monitor	N/A
-	119. Lenox boom box	N/A
-	120. Feather lite weed eater	N/A
-	121. Wii console & remote controller	N/A
-	122. Black table	N/A
-	123. Open country 35x17 ½ tire & rim	N/A
-	124. Lg 42” Plasma tv	N/A
-	125. Grey bolt cutters	N/A
-	126. Shovel	N/A
-	127. Large red electric welder	N/A
-	128. Ezip electric scooter (green)	N/A
-	129. Acer Lcd monitor	N/A
-	130. Jvc car stereo	N/A
-	131. Ryobi reciprocating saw w/ grey case	N/A
-	132. Chicago drill	N/A
-	133. Maroon Chevy tailgate	N/A
-	134. Quest bicycle	N/A
-	135. GE window air conditioner	N/A
-	136. Yellow shovel	N/A
-	137. Gpx am/fm radio	N/A
-	138. White propane tank	N/A
-	139. Craftsman tool box w/ assorted tools	N/A
-	140. Craftsman tool box w/ assorted tools	N/A
-	141. Conair champion hair trimmer	N/A
-	142. Weed eater blower	N/A
-	143. Portable dvd player	N/A
-	144. Weed eater blower	N/A
-	145. Kenwood car cd player	N/A
-	146. Craftsman black floor jack	N/A
-	147. Black & Decker jig saw	N/A
-	148. Assorted tools in brown bag	N/A
-	149. Gpx portable dvd player	N/A
-	150. Jansport backpack w/ Wii console	N/A
-	151. Phillips tv antenna	N/A
-	152. Task force jig saw	N/A
-	153. Black playstation II w/ 2- controllers	N/A
-	154. Blue duffle bag w/ misc. items	N/A

Asset No	Asset Description	Serial No
-	155. Black blue duffle bag w/ misc. items	N/A
-	156. Black laptop bag	N/A
-	157. Red large bolt cutters	N/A
-	158. Blue air mattress	N/A
-	159. Orange heat gun	N/A
-	160. Pink backpack w/ car amplifier	N/A
-	161. Xbox	N/A
-	162. 15- Speed bicycle purple	N/A
-	163. 7- Speed bicycle blue	N/A
-	164. Eagle beaver gas blower	N/A
-	165. Tow hitch	N/A
-	166. Heavy duty tow hitch	N/A
-	167. Red gas can	N/A
-	168. Black steel bar	N/A
-	169. Black & Decker circular saw	N/A
-	170. Cd clock radio	N/A
-	171. 2-DB 600 watt speakers	N/A
-	172. Gpx portable dvd player	N/A
-	173. Brown bar w/ 2- car cd player stereos	N/A
-	174. Skil drill	N/A
-	175. Donut black tire	N/A
-	176. Tire w/ rim	N/A
-	177. Feather lite weed eater	N/A
-	178. Tire cross	N/A
-	179. Black tire iron	N/A
-	180. Hp printer	N/A
-	181. Hp printer	N/A
-	182. Kenmore window a/c	N/A
-	183. Yardman lawn mower	N/A
-	184. Xbox 360 game console	N/A
-	185. Bag w/ clothing	N/A
-	186. Bag w/ clothing	N/A
-	187. Grey laptop	N/A
-	188. Mongoose Bike	N/A
-	189. Florescent twin flood light lamp	N/A
-	190. Red bolt cutters	N/A
-	191. Black handle sledge hammer	N/A
-	192. RCA box TV	N/A
-	193. 7-Norton 9” cutter/grinding wheels	N/A
-	194. Red bolt cutters	N/A
-	195. Black pry bar	N/A
-	196. Black solo carrying case	N/A
-	197. Rheem air conditioner outdoor / indoor unit	N/A

Asset No	Asset Description	Serial No
-	198. Huskee supreme 23hp 46” cut lawn tractor	N/A
-	199. Walboard hopper gun	N/A
-	200. Red skilsaw handsaw	N/A
-	201. Red air hose	N/A

AI-52077 **Purchasing Department** **20. A. 2.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the sole responsible vendor submitting the lowest and best bid response [s detailed in tabulation sheet contained herein & meeting all specifications and/or requirements] for award and approval of contract for the Request for Bid titled: Hidalgo County-"Concrete Mix and Delivery or Pick Up Services" through project No.: 2015-310-10-28-SGS.

BACKGROUND

1. 8 packets sent out with 1 response - CEMEX
2. Current contract expires: December 05, 2015
3. New contract commences: December 06, 2015

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 $15,640.77 as of 11/12/15 - 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 4 $47,309.19 as of 11/12/15 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 $18,891.48 as of 11/12/15 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 $32,980.39 as of 11/12/15

Attachments

Recommendation, tab , participation log

contract

legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/12/2015 08:15 AM
Budget & Management	Veronica Ortiz	11/12/2015 11:36 AM
Manuel Chapa	Veronica Ortiz	11/12/2015 12:46 PM
Auditor's Office	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Sandy Suarez		Started On: 11/02/2015 01:18 PM
Final Approval Date: 11/13/2015		

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: November 2, 2015

TO: Hon. A.C. Cuellar, Jr., Commissioner
Hidalgo County Precinct No. 1
Attn: Raul Lozano /Katia Garcia

Hon. Eduardo "Eddie" Cantu, Commissioner
Hidalgo County Precinct No. 2
Attn: Armando Pompa/ Yolanda Cisneros

TO: Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Saul Ramirez / Norma Ceballos

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Roman Rodriguez/Veronica Lopez-Davis

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST
Bid No. 2015-310-10-28-SGS-Hidalgo County (All Funding Sources, Programs & Entities)-"**Concrete Mix Delivery Service & Pick Up Service"**

We received **one (1) bid response** for the above referenced project. Enclosed you will find the copy of the Tabulation sheet and along with copy of the Bid response for your review and recommendation

.

Please acknowledge by signing below, of your recommendation/concurrence to award to the lowest bidder meeting all specifications/requirements and **return** to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Friday, November 06, 2015 @ 10:00 A.M.; in order to place this item on the agenda for the November 24. 2015. Commissioners Court Meeting,.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please indicate below, the Vendor name and the Account number to be utilized for this project.

COMMENTS/CONCERNS:
Cemex
BUDGET ACCOUNT #: 5-1200-431-00-121-005-0-610

Authorized Signature	Printed Name	Department	Date
	Raul Lozano	Pct. 1	11/2/15

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: November 2, 2015

TO: Hon. A.C. Cuellar, Jr., Commissioner
Hidalgo County Precinct No. 1
Attn: Raul Lozano /Katia Garcia

Hon. Eduardo "Eddie" Cantu, Commissioner
Hidalgo County Precinct No. 2
Attn: Armando Pompa/ Yolanda Cisneros

TO: Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Saul Ramirez / Norma Ceballos

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Roman Rodriguez/Veronica Lopez-Davis

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST
Bid No. 2015-310-10-28-SGS-Hidalgo County (All Funding Sources, Programs & Entities)-"**Concrete Mix Delivery Service & Pick Up Service"**

We received **one (1) bid response** for the above referenced project. Enclosed you will find the copy of the Tabulation sheet and along with copy of the Bid response for your review and recommendation

.

Please acknowledge by signing below, of your recommendation/concurrence to award to the lowest bidder meeting all specifications/requirements and **return** to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Friday, November 06, 2015 @ 10:00 A.M.; in order to place this item on the agenda for the November 24. 2015. Commissioners Court Meeting,.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please indicate below, the Vendor name and the Account number to be utilized for this project.

COMMENTS/CONCERNS:
Cemex, Inc.
BUDGET ACCOUNT #: 5-1200-431-00-122-006-0-610 / Varies acct. based on Dept)

Authorized Signature	Printed Name	Department	Date
	ARMANDO POMPA	FIELD OPERATIONS (P2)	11-2-15

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: November 2, 2015

TO: **Hon. A.C. Cuellar, Jr., Commissioner**
Hidalgo County Precinct No. 1
Attn: Raul Lozano /Katia Garcia

Hon. Eduardo "Eddie" Cantu, Commissioner
Hidalgo County Precinct No. 2
Attn: Armando Pompa/ Yolanda Cisneros

TO: **Hon. Joe M. Flores, Commissioner**
Hidalgo County Precinct No. 3
Attn: Saul Ramirez / Norma Ceballos

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Roman Rodriguez/Veronica Lopez-Davis

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2015-310-10-28-SGS-Hidalgo County (All Funding Sources, Programs & Entities)-**"Concrete Mix Delivery Service & Pick Up Service"**

We received **one (1) bid response** for the above referenced project. Enclosed you will find the copy of the Tabulation sheet and along with copy of the Bid response for your review and recommendation

Please acknowledge by signing below, of your recommendation/concurrence to award to the lowest bidder meeting all specifications/requirements and **return** to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Friday, November 06, 2015 @ 10:00 A.M.; in order to place this item on the agenda for the November 24, 2015, Commissioners Court Meeting..**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

Please indicate below, the Vendor name and the Account number to be utilized for this project.

COMMENTS/CONCERNS:
CEMEX
BUDGET ACCOUNT #: 5-1200-431-00-124-007-0-610

Authorized Signature	Printed Name	Department	Date
	Roman Rodriguez	Roads & Bridges	11/2/15

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
RFB TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFB OPENING DATE: SEPTEMBER 00, 2015	**RFB OPENING TIME: 9:30 A.M.**
DESCRIPTION OF RFB: "CONCRETE MIX & DELIVERY SERVICES"	
BID NO: 2015-310-10-28-SGS	**BUYER: Sandy Suarez**

	VENDOR NAME/LOCATION **SOLE BIDDER**	**OPTION 1 - CONCRETE ONLY** Total Cost Per Cubic Yard			
1.	**CEMEX** **3710 S. Expressway 281** **Edinburg, TX. 78542** Plants: Edinburg, Mission, Harlingen and Brownsville	3000 PSI			$ 98.00
		4000 PSI			$ 103.00
		OPTION 1 - CONCRETE with 1 ½ Fiber Mesh			
		3000 PSI W/ 1 ½ Fiber Mesh			$ 106.00
		4000 PSI w/ 1 ½ Fiber Mesh			$ 111.00
		OPTION 2- MATERIAL & DELIVERY			
		Total Cost Per Cubic Yard		**Fuel Cost Percentage Per Cubic Yard**	**Current / Base Fuel Cost**
		Sample	**$3.00**	**25%**	**$ 0.75**
		3000 PSI	98.00	0.00	$ 0.00
		4000 PSI	103.00	0.00	$ 0.00
		OPTION 2 – MATERIAL & DELIVERY – with 1 ½ Fiber Mesh			
		3000 PSI w/ 1 ½ Fiber Mesh	106.00	0.00	$ 0.00
		4000 PSI w/ 1 ½ Fiber Mesh	111.00	0.00	$ 0.00

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: OCTOBER 28, 2015 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/RFSQ DESCRIPTION: HIDALGO COUNTY (all funding sources, programs) - "CONCRETE MIX -DELIVERY & PICK UP SERVICES".
RFB NO.: 2015-310-10-28-SGS

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1. Alamo Concrete / aka:South Texas Concrete Attn: Kent Mullins and K. Harris	EM	Sandy Suarez	10/14/15	1420 S. 28th / P.O. Box 1518 Edinburg, TX 78539 P# 956- 381-9886 F# 956- 383-5854 kharris@alamoconcrete.com
2.CAPA Attn: Steve Boyd 956-369-5250	EM	Sandy Suarez	10/14/15	7301 W. Exp 83 Mission, TX 78572 P# 956-580-2502 F# 956- 585-8675 sboyd@capatexas.com
~~**3.** Spence Concrete Attn: B. Kelly~~ 10/14/15 No Longer In Business- .	~~EM~~	~~Sandy Suarez~~	10/14/15	~~3420 W. Ash/ P.O. Box 2767 McAllen, TX 78502 P# 956-682-5551 F# 956-682-2607 bkelly@spenceconcrete.com~~
4. Central Ready Mix Attn: Richard Linn	EM	Sandy Suarez	10/14/15	304 W. Railroad San Juan, TX P#956-787-2583 F# 956-783-8352 Richard Linn (956) 399-0550 Richardcrm1@cs.com
5. Delta Aggregate and Landscaping Materials	EM	Sandy Suarez	10/14/15	P.O. Box 2443 Elsa, TX P# 956- 472-0174 F# 956-472- 0020 deltaaggregate@aol.com
6. Varmicon Attn : Kent Mullins	EM	Sandy Suarez	10/14/15	P.O. Box 531808 Harlingen, TX 78550 P# 956-423-6380 F# 956-425-3336 kharris@alamoconcrete.com or kmullins@almoconcrete.com
7. Virtual Builders Exchange Jeannette Olguin	EM	Sandy Suarez	10/14/15	***4047 Naco Perrin Ste. 100*** ***San Antonio, TX 78217*** ***P#: 210.564.6900 f#: 210.564.6902*** ***direct: 210.918.1124*** ***jeannette@virtualbx.com***
8. Tansit Mix Concrete Edward T. Smith	EM	Sandy Suarez	10/14/15	3710 S. Exp 281 Edinburg, TX. 78542 P# 956-386-1480 ***Edwardt.smith@cemex.com***

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EM)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-310-11-17

THIS CONTRACT is made and entered into this **17th** Day of November, **2015** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Cemex, Inc. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"CONCRETE MIX AND DELIVERY SERVICES OR PICK UP SERVICES",** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their 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. This Contract shall be for a period of one year effective **December 9, 2015** and ending on **December 8, 2016.** Hidalgo County at its sole discretion elect the option to extend the contract for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the

Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and

that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Company: **Cemex, Inc.**
Attn: Troy Smith, Account Manager
3710 S. Expressway 281
Edinburg, Texas 78542

13. 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.

14. 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 without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Contract 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 Contract.

17. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. 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 Contract, Buyer may terminate this Contract 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 Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. Entire Agreement. This Contract contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or Contract in connection with this Contract 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.

20. 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 soverign, 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

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

October 14, 2015

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY (all funding sources, programs & entities)***
"Concrete Mix &Delivery Or Pick Up Services "
RFB No*: 2015 310-10-28-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

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"CONCRETE MIX & DELIVERY or PICK UP SERVICES"
RFB NO: 2015-310-10-28-SGS

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	5
4.	Exhibit B, Bid Page	3
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	9

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

October 14, 2015
Date

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County
(All funding sources)

"CONCRETE MIX & DELIVERY OR PICK UP SERVICES"

RFB No.: 2015-310-10-28-SGS

REQUEST FOR BIDS

HIDALGO COUNTY
(All Funding Sources)

"CONCRETE MIX & DELIVERY OR PICKUP SERVICES"

BID OPENING DATE:
October 28, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539



1. Sealed bids will be received for **"HIDALGO COUNTY (All Funding Sources) - "CONCRETE MIX & DELIVERY OR PICK UP SERVICES"** 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: **"RFB-2015-310-10-28-SGS- HIDALGO COUNTY (All Funding Sources) - "CONCRETE MIX & DELIVERY OR PICK UP SERVICES"**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.,WEDNESDAY, OCTOBER 28, 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 RFB-2015-310-10-28-SGS - "CONCRETE MIX & DELIVERY OR PICK UP SERVICES" -HIDALGO COUNTY.** 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) -CONCRETE MIX & DELIVERY OR PICK UP SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Precinct № 1 Attn. Katia Garcia 1902 Joe Stephens Weslaco, Texas 78596	Hidalgo County Precinct № 2 Attn. Yoli Cisneros 4011 S. Veterans Blvd Pharr, Texas 78577
Hidalgo County Precinct № 3 Attn. Norma Ceballos 724 N. Breyfogle Mission, Texas 78574	Hidalgo County Precinct № 4 Attn. Veronica Lopez-Davis 1102 N. Doolittle Rd. Edinburg, Texas 78539

17. Schedule of Events

Bid Opening, 9:30 AM	**October 28, 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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(All Funding Sources)
"CONCRETE MIX & DELIVERY OR PICK UP SERVICES"
BID NO.: 2015-310-10-28-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County
(All funding sources)

"CONCRETE MIX & DELIVERY OR PICK UP SERVICES"
RFB No.: 2015-310-10-28-SGS

EXHIBIT A
HIDALGO COUNTY
(All Funding Sources)
"CONCRETE MIX & DELIVERY OR PICK UP SERVICES"
BID NO.: 2015-310-10-28-SGS

Hidalgo County is requesting sealed bids for goods and services for "Concrete Mix & Delivery or Pick up Services" on an "**As Needed and as Requested Basis**" in accordance with the specifications and/or requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

SPECIFICATIONS AND/OR REQUIREMENTS:

It is intended that the amount of "Concrete Mix" will be purchased only on an **"As Needed and Requested Basis"**. It is agreed and understood that Hidalgo County will purchase no more material than is needed.

1. There is no guarantee on annual volume.

2. Bid price shall be per cubic yard basis with a minimum of 3 to 5 cubic yards per request.

3. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

4. Bidder must be in compliance with all State and Federal rules and regulations.

5. Bidder shall conduct all deliveries during normal business hours of 8:00 a.m. – 5:00 p.m. CST, Monday through Friday, excluding County Holidays. Vendor will make arrangements with the requesting department before scheduling service to insure County personnel will be available to sign the required manifest documents.

7. At Hidalgo County's request, testing by an independent laboratory may be performed any time during the length of the contract.

8. In the event the material furnished does not meet all County's 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 unused portion of material found to be unsatisfactory.

9. Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site.

MATERIALS NEEDED:

Concrete Mix - will be supplied and delivered from your plant to different locations within Hidalgo County, as requested.

1. 3000 PSI (Slump 1-7)
2. 4000 PSI (Slump 1-7)

EXHIBIT A
HIDALGO COUNTY
(All Funding Sources)
"CONCRETE MIX & DELIVERY OR PICK UP SERVICES"
BID NO.: 2015-310-10-28-SGS

OPTIONAL MATERIAL WITH FIBER MESH:
as shown on Exhibit "B", will be on an **"As Needed and Requested basis".**

Concrete Mix & Fiber Mesh
1. 3000 PSI (Slump 1-7) - **with 1 ½ lb Fiber Mesh per cubic yard.**
2. 4000 PSI (Slump 1-7) - **with 1 ½ lb Fiber Mesh per cubic yard.**

OPTIONS:

OPTION I – PRODUCT ONLY
Hidalgo County has the option to pick-up the product, utilizing Precincts hauling forces when required on an "as needed basis".

OPTION II – PRODUCT AND DELIVERY
Hidalgo County has the option for delivery of product by vendor as follows including but not limited to:

Delivery hours: - To be arranged by Precincts № 1 – 4.

LOCATIONS, CONTACTS AND DELIVERY INSTRUCTIONS:

PRECINCT NO. 1	PRECINCT NO. 2	PRECINCT NO. 3	PRECINCT NO. 4
MILE 11 N. and 1 ½ miles W. from FM 1015 Sunrise Hill Park Weslaco, TX. 78596	1140 S. Veterans Blvd San Juan, TX. 78589	7 Mile line and Iowa Rd. Mission, TX. 78572	1051 N. Doolittle Edinburg, TX. 78542
CONTACT:	**CONTACT:**	**CONTACT:**	**CONTACT:**
Esteban Mata Field Operations (956) 968-8733	Armando Pompa Field Operations 956-787-1891	Saul Ramirez, Field Operations Director (956) 585-4509	Jesse Ozuna Chief Administrator (956) 383-3112

TERMS & CONDITIONS:

1. The contract term will be for a period of one (1) year.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. Hidalgo County reserves the right to award the bid to one or multiple bidders; whichever is in the best interest of the County.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires,
   (b) Delivery and acceptance of products and/or performance of service ordered,
   (c) Terminated by County with thirty (30) days written notice prior to cancellation.

7. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

8. It is understood and agreed that in case Hidalgo County should need "Concrete Mix" and it is not available within the time frame needed from the successful Bidder during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful Bidder and shall not be in violation of any terms or conditions of said contract.

9. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or compling with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additonal cost to such item.

10. Hidalgo County reserves the right to seek purchases for "Concrete Mix" from State awarded vendors or any other Cooperative Purchasing programs, whenever it is in the best interest of the County to do so.

11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

12. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

13. Bidder(s) agree that to the extent an item(s) in unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

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. **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.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of (bids, proposals statement of qualifications (RFQ) and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to sandy.suarez@co.hidalgo.tx.us . NO LATER THAN, Wednesday, October 21, 2015 by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail on Friday, October 23, 2015 no later than 5:00 P.M.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

Hidalgo County
(All funding sources)

"CONCRETE MIX & DELIVERY OR PICK UP SERVICES"

RFB No.: 2015-310-10-28-SGS

EXHIBIT "B"
HIDALGO COUNTY
(all funding sources)
"CONCRETE MIX & DELIVERY OR PICK UP SERVICES"
RFB: 2015-310-10-28-SGS

FOR INTERNAL USE ONLY: 750-76 READY MIX CONCRETE -750-33 CONCRETE-RAPID SETTING REPAIR -750-59 CONCRETE-MOBILE MIXER

PART I. AWARD WILL BE BASED ON THE LOWEST RFB PER CUBIC YARD MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS.

OPTION 1 - PRODUCT ONLY:

CONCRETE

SAMPLE:	*$ 3.00*
Concrete Mix Materials	**Total Cost Per Cubic Yard**
3000 PSI (Slump 1-7) Concrete Mix	$
4000 PSI (Slump 1-7) Concrete Mix	$

Location of Plant: _____

OPTIONAL MATERIAL-FIBER MESH

SAMPLE:	*$ 3.00*
Concrete Mix Materials w/ Fiber Mesh	**Total Cost Per Cubic Yard**
3000 PSI (Slump 1-7) Concrete Mix with 1 ½ lb Fiber Mesh	$
4000 PSI (Slump 1-7) Concrete Mix with 1 ½ lb Fiber Mesh	$

Location of Plant: _____

EXHIBIT "B"
HIDALGO COUNTY
(all funding sources)
"CONCRETE MIX & DELIVERY OR PICK UP SERVICES"
RFB: 2015-310-10-28-SGS

OPTION II- PRODUCT AND DELIVERY

CONCRETE & DELIVERY SERVICES

SAMPLE:	*$ 3.00*	*25%*	*.75*

Concrete Mix Materials	Total Cost Per Cubic Yard:	Fuel Costs Percentage Per Cubic Yard	Current / Base Fuel Cost
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services	$	%	$
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services	$	%	$

Location of Plant: _____

OPTIONAL MATERIAL/WITH FIBER MESH & DELIVERY SERVICES

SAMPLE:	*$ 3.00*	*25%*	*.75*
Concrete Mix Materials w/ Fiber Mesh	**Total Cost Per Cubic Yard:**	**Fuel Cost Percentage Per Cubic Yard**	**Current / Base Fuel Cost**
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services with 1 ½ lb Fiber Mesh per cubic yard	$	%	$
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services with 1 ½ lb Fiber Mesh per cubic yard	$	%	$

Location of Plant: _____

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY

At the time of bid opening South Texas may experience high fuel prices. Therefore, Hidalgo County is requesting pricing adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **October 23, 2015.** For each 10% (increase or decrease) in the OPIS Index of **August 30, 2013** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, the appropriate OPIS Index is the index issued of the date of the invoice.

Agreement to Bid Price Adjustment Part I & II for the term of the contract includes any grace period extension.

EXHIBIT "B"
HIDALGO COUNTY
(all funding sources)
"CONCRETE MIX & DELIVERY OR PICK UP SERVICES"
RFB: 2015-310-10-28-SGS

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NO'S: _____

FAX NO: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County
(All funding sources)

"CONCRETE MIX & DELIVERY OR PICK UP SERVICES"

RFB No.: 2015-310-10-28-SGS

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				EACH OCCURRENCE	$
					AGGREGATE	$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				W/C STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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. Bond (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.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

Hidalgo County
(All funding sources)

"CONCRETE MIX & DELIVERY OR PICK UP SERVICES"

RFB No.: 2015-310-10-28-SGS

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

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

Hidalgo County
(All funding sources)

"CONCRETE MIX & DELIVERY OR PICK UP SERVICES"

RFB No.: 2015-310-10-28-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit. _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

Employer identification number
[ ][ ] – [ ][ ][ ][ ][ ][ ][ ]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

Hidalgo County
(All funding sources)

"CONCRETE MIX & DELIVERY OR PICK UP SERVICES"

RFB No.: 2015-310-10-28-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"
HIDALGO COUNTY
(all funding sources)
"CONCRETE MIX & DELIVERY OR PICK UP SERVICES"
RFB: 2015-310-10-28-SGS

FOR INTERNAL USE ONLY: 750-76 READY MIX CONCRETE -750-33 CONCRETE-RAPID SETTING REPAIR -750-59 CONCRETE-MOBILE MIXER

PART I. AWARD WILL BE BASED ON THE LOWEST RFB PER CUBIC YARD MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS.

OPTION 1 - PRODUCT ONLY:

CONCRETE

SAMPLE:	*$ 3.00*
Concrete Mix Materials	**Total Cost Per Cubic Yard**
3000 PSI (Slump 1-7) Concrete Mix	$ 98.00
4000 PSI (Slump 1-7) Concrete Mix	$ 103.00

Location of Plant: Edinburg, Mission, Harlingen,Brownsville Texas

OPTIONAL MATERIAL-FIBER MESH

SAMPLE:	*$ 3.00*
Concrete Mix Materials w/ Fiber Mesh	**Total Cost Per Cubic Yard**
3000 PSI (Slump 1-7) Concrete Mix with 1 ½ lb Fiber Mesh	$ 106.00
4000 PSI (Slump 1-7) Concrete Mix with 1 ½ lb Fiber Mesh	$ 111.00

Location of Plant: Edinburg, Mission, Harlingen, Brownsville Texas

OPENED
10:15am 10/28/15

Witnessed

EXHIBIT "B"
HIDALGO COUNTY
(all funding sources)
"CONCRETE MIX & DELIVERY OR PICK UP SERVICES"
RFB: 2015-310-10-28-SGS

OPTION II- PRODUCT AND DELIVERY

CONCRETE & DELIVERY SERVICES

SAMPLE:	*$ 3.00*	*25%*	*.75*

Concrete Mix Materials	Total Cost Per Cubic Yard:	Fuel Costs Percentage Per Cubic Yard	Current / Base Fuel Cost
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services	$ 98.00	% 0.00	$ 0.00
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services	$ 103.00	% 0.00	$ 0.00

Location of Plant: Edinburg, Mission, Harlingen, Brownsville Texas

OPTIONAL MATERIAL/WITH FIBER MESH & DELIVERY SERVICES

SAMPLE:	*$ 3.00*	*25%*	*.75*

Concrete Mix Materials w/ Fiber Mesh	Total Cost Per Cubic Yard:	Fuel Cost Percentage Per Cubic Yard	Current / Base Fuel Cost
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services with 1 ½ lb Fiber Mesh per cubic yard	$ 106.00	% 0.00	$ 0.00
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services with 1 ½ lb Fiber Mesh per cubic yard	$ 111.00	% 0.00	$ 0.00

Location of Plant: Edinburg, Mission, Harlingen, Brownsville Texas

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY

At the time of bid opening South Texas may experience high fuel prices. Therefore, Hidalgo County is requesting pricing adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for October 23, 2015. For each 10% (increase or decrease) in the OPIS Index of **August 30, 2013** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, the appropriate OPIS Index is the index issued of the date of the invoice.

Agreement to Bid Price Adjustment Part I & II for the term of the contract includes any grace period extension.

EXHIBIT "B"
HIDALGO COUNTY
(all funding sources)
"CONCRETE MIX & DELIVERY OR PICK UP SERVICES"
RFB: 2015-310-10-28-SGS

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:	CEMEX
ADDRESS:	3710 S. Expressway 281
CITY/STATE/ZIP CODE:	Edinburg Tx. 78542
PHONE NO'S:	956-386-1452
FAX NO:	956-386-1477
CELLULAR NO:	956-239-0792
E-MAIL ADDRESS:	edwardt.smith@cemex.com
AUTHORIZED SIGNATURE:	
PRINTED NAME:	Troy Smith
TITLE	Account Manager

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/12/2015

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 Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:

RECEIVED OCT 19 2015 By MO 1:00pm

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	The Insurance Co of the State of PA	19429
INSURER B:	Commerce & Industry Ins Co	19410
INSURER C:	National Union Fire Ins Co of Pittsburgh	19445
INSURER D:	Illinois National Insurance Co	23817
INSURER E:	New Hampshire Ins Co	23841
INSURER F:	AXA Insurance Company	33022

INSURED
Cemex, Inc.
929 Gessner, Ste 1900
Houston TX 77024 USA

COVERAGES **CERTIFICATE NUMBER: 570059808725** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL5152418	10/15/2015	10/15/2016	EACH OCCURRENCE	$4,500,000
	CLAIMS-MADE [X] OCCUR			SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence)	$4,500,000
	X $500,000 SIR						MED EXP (Any one person)	Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$4,500,000
	POLICY [X] PRO-JECT [X] LOC						GENERAL AGGREGATE	$4,500,000
	OTHER:						PRODUCTS - COMP/OP AGG	$4,500,000
A	AUTOMOBILE LIABILITY			CA 7469952 AOS	10/15/2015	10/15/2016	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
B	X ANY AUTO			CA 7469953 MA	10/15/2015	10/15/2016	BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	X Phys. Dmg. - Self Ins							
F	X UMBRELLA LIAB X OCCUR			XS00170215	10/15/2015	10/15/2016	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC067940261 FL	10/15/2015	10/15/2016	X PER STATUTE / OTH-ER	
E	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WC067940265 AOS except Alabama	10/15/2015	10/15/2016	E.L. EACH ACCIDENT	$2,500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$2,500,000
							E.L. DISEASE-POLICY LIMIT	$2,500,000

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

County of Hidalgo is included as Additional Insured excluding Workers' Compensation and Employers' Liability as required by written contract, but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.

WA Employers Liability Limits are: $1,500,000 Bodily Injury by Accident - Each Accident; $1,500,000 Each Employee Bodily Injury by Disease; $1,500,000 Policy Limit Bodily Injury by Disease. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to

CERTIFICATE HOLDER

Hidalgo County
ATTN: Purchasing Department
2812 South Highway Bus. 281
Edinburg TX 78539 USA

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 Southwest Inc.

Holder Identifier :

Certificate No : 570059808725

©1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 440000000187
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Cemex, Inc.
POLICY NUMBER: See Certificate Number: 570059883338	
CARRIER: See Certificate Number: 570059883338 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC067940266 MA,ND,OH,WY	10/15/2015	10/15/2016		
C		N/A		WC067940260 CA	10/15/2015	10/15/2016		
E		N/A		WC067940263 NJ, PA	10/15/2015	10/15/2016		
C		N/A		XWC1103510 WA	10/15/2015	10/15/2016		
E		N/A		WC067940262 AZ	10/15/2015	10/15/2016		
E		N/A		WC067940264 IL,KY,NC	10/15/2015	10/15/2016		

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 440000000187

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Cemex, Inc.
POLICY NUMBER	
See Certificate Number: 570059883338	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570059883338	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Compensation and Employers' Liability, as required by written contract, but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.

The General Liability and Automobile Liability policies certified hereon are Primary and Non-Contributory to other insurance available to the Additional Insured, but only to the extent required by written contract with insured and always subject to the policy terms, conditions and exclusions.

Waiver of Subrogation is granted in favor of the Additional Insured, as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions to the General Liability, Automobile Liability, and Workers' Compensation policies.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-15-310-11-17-CEMEX, INC

From : Steve Crain <scrain@atlashall.com> Mon, Nov 16, 2015 07:18 AM
Subject : RE: C-15-310-11-17-CEMEX, INC
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The contract is OK.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, November 13, 2015 5:09 PM
To: Steve Crain
Subject: Re: C-15-310-11-17-CEMEX, INC

Mr. Crain:

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: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, November 13, 2015 2:52:40 PM
Subject: RE: C-15-310-11-17-CEMEX, INC

Please add the immunities clause.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, November 13, 2015 2:12 PM
To: Stephen L. Crain
Subject: C-15-310-11-17-CEMEX, INC

Mr. Crain:

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

AI-52031 **Purchasing Department** **20. B. 1.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to Texas LGC Chapter/Section 263.151 (2)(B)(C)(CD) and 263.152 (a)(2) action to declare one (1) GMC 8500 and one (1) 2004 Freightliner Grapple Trucks as "Surplus" [detailed & described in the Exhibit attached herein] for the purpose of disposition [of the 2 units] for use as "Trade-Ins" toward the acquisition of new units;

B. Approval of Governmental Equipment Lease-Purchase Agreement No 2746981 between Holt CAT Truck Center thru the Buyboard Contract 430-13, Caterpillar Financial Services Corporation and Hidalgo County for the lease-purchase of two (2) CT660S-Trucks for Pct 1 Sanitation with authority for the County Judge to sign all related documents for the financing purposes (Project # 2015-391).

BACKGROUND

Trade In- (1) 2002 GMC 8500 Truck vin # 1DP7H1CX21509958 (Asset # 38240) value $ 8,000.00
(1) 2004 Freightliner vin # FL70 1FVABTAK54HM31395 (Asset # 53645) value $ 11,000.00

Pending legal approval of final agreement, has been requested.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-432-00-121-001-0-780

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

BUDGETARY IMPACT:

Funds available pending AI-52275 approval CC 11/17/15.

Attachments

Texas Lg Code 263.151 & 263.152
Transfer Form
Truck Analysis Report from Fixed Assets
Lease Test
Lease Purchase Agreement
legal
backup

dep
backup
backup
backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/10/2015 04:34 PM
Budget & Management	Veronica Ortiz	11/12/2015 11:33 AM
Auditor's Office	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Elena Gomez		Started On: 10/29/2015 11:54 AM
Final Approval Date: 11/13/2015		

TEX LG. CODE ANN. § 263.151 : Texas Statutes - Section 263.151: DEFINITIONS

Search TEX LG. CODE ANN. § 263.151 : Texas Statutes - Section 263.151:

DEFINITIONS

Search by Keyword or Citation

Enter Keyword or Citation Search

In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

Up
DISPOSITION OF SALVAGE OR SURPLUS PROPERTY
Next »
DISPOSITION

Browse Codes

US Code (http://codes.lp.findlaw.com/uscode)
California Code (http://codes.lp.findlaw.com/cacode)
Delaware Code (http://codes.lp.findlaw.com/decode)
Illinois Code (http://codes.lp.findlaw.com/ilstatutes)
New York Code (http://codes.lp.findlaw.com/nycode)
Texas Code (http://codes.lp.findlaw.com/txstatutes)
More Codes... (http://codes.lp.findlaw.com/)

FindLaw Career Center

Select a Job Title
Attorney
Corporate Counsel
Academic
Judicial Clerk
Summer Associate
Intern
Law Librarian

Search Jobs | Post a Job (http://www.indeed.com/p/postjob.php?pid=791244634154558) | Careers Home (http://careers.findlaw.com/)

View More (http://careers.findlaw.com/)

Got Gadgets?
(http://adclick.g.doubleclick.net/aclk%253Fsa%253DL%2526ai%253DBfANWtR8AKC0h6QA-gCmAOkA6gDAdAEkE7gBAGQBgGgBiDYBwA%252o%2526sig%253DAOD64_2eGyulfn_6IZIQs88qrlMQ%2526client%253Dca-pub-0011024744832079%2526adurl%253Dhttp://blogs.findlaw.com/technologist)
(http://adclick.g.doubleclick.net/aclk%253Fsa%253DL%2526ai%253DBfANWtR8AKC0h6QA-

TEX LG. CODE ANN. § 263.152 : Texas Statutes - Section 263.152: DISPOSITION

Search TEX LG. CODE ANN. § 263.152 : Texas Statutes - Section 263.152:

DISPOSITION

Search by Keyword or Citation

Enter Keyword or Citation Search

(a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property; or

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, Sec. 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237,

Browse Codes

US Code (http://codes.lp.findlaw.com/uscode)
California Code (http://codes.lp.findlaw.com/cacode)
Delaware Code (http://codes.lp.findlaw.com/decode)
Illinois Code (http://codes.lp.findlaw.com/ilstatutes)
New York Code (http://codes.lp.findlaw.com/nycode)
Texas Code (http://codes.lp.findlaw.com/txstatutes)
More Codes... (http://codes.lp.findlaw.com/)

FindLaw Career Center

Select a Job Title
Attorney
Corporate Counsel
Academic
Judicial Clerk
Summer Associate
Intern
Law Librarian

Search Jobs | Post a Job (http://www.indeed.com/p/postjob.php?pid=791244634154558) | Careers Home (http://careers.findlaw.com/)

View More (http://careers.findlaw.com/)

FindLaw's on Facebook! (http://adclick.g.doubleclick.net/aclk%253Fsa%253DL%2526ai%253DBU3J4ESA!AKC0h6QA-gCmAOkA6gDAdAEkE7gBAGQBgGgBiDYBwA%252vJx95Xy3nD_hevw%2526client%253Dca-pub-0011024744832079%2526adurl%253Dhttp://www.facebook.com/FindLawLegalProfessionals) (http://adclick.g.doubleclick.net/aclk%253Fsa%253DL%2526ai%253DBU3J4ESA!AKC0h6QA-gCmAOkA6gDAdAEkE7gBAGQBgGgBiDYBwA%252

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

RECEIVED NOV 04 2015 BY:

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	SURPLUS FOR TRADE IN	1601
TRANSFER FROM:	PCT. I	121

TF# 2015-576

CONTACT INFORMATION:

NAME (PRINT) ESTEBAN MATA | PHONE. (956)968-8733 ext.1446 | FAX NO.: (956)973-7804 | E-MAIL: esteban.mata@co.hidalgo.tx.us

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	2002 GMC C8500 GRAPPLE TRUCK	38240	1GDP7H1CX2J509958	F
2	2004 FREIGHTLINER FL 70 GRAPPLE TRUCK	53645	1FVABTAK54HM31395	G
3				
4				
5				
6				
7				
8				
9				
10				

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC
	121-001	1100	$82,219.60		TI
	121-001	1100	41125—		TI

	FROM	TO
DEPT.	121	9999
AMOUNT $	123344.60	$ 123344.60

JUSTIFICATION FOR TRANSFER: ITEM SURPLUSED FOR TRADE IN PER AI-52031

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

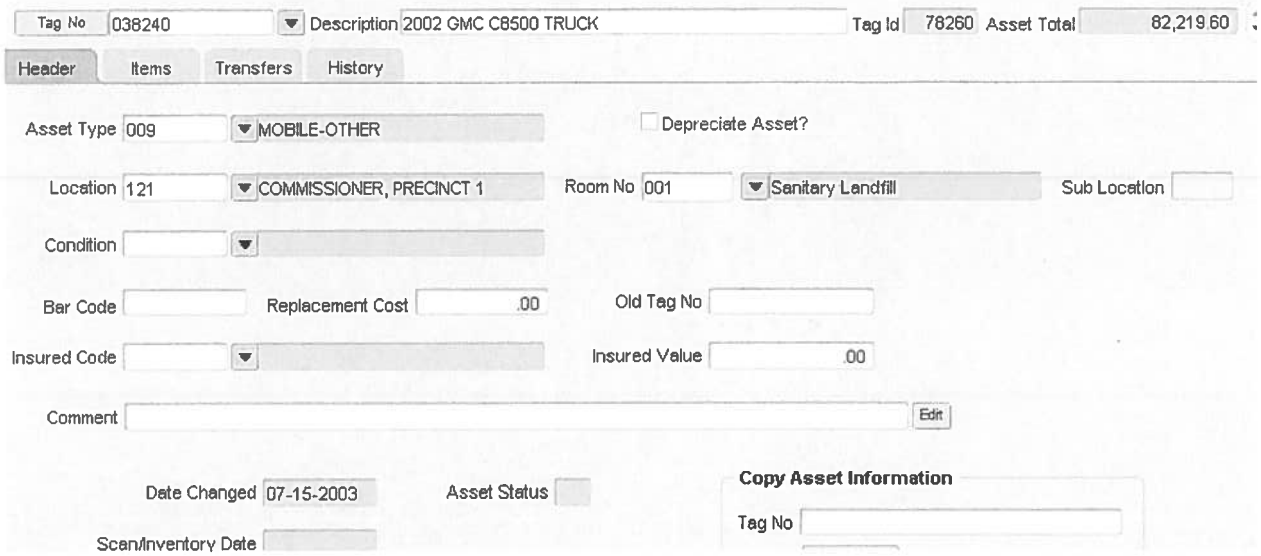
	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	11-5-15
Contact Person transferring item(s) out	RAUL LOZANO		11-4-15
Person receiving Item(s)			
Reviewed & Processed by FA Division	AGUEDA GARCIA		11/05/15

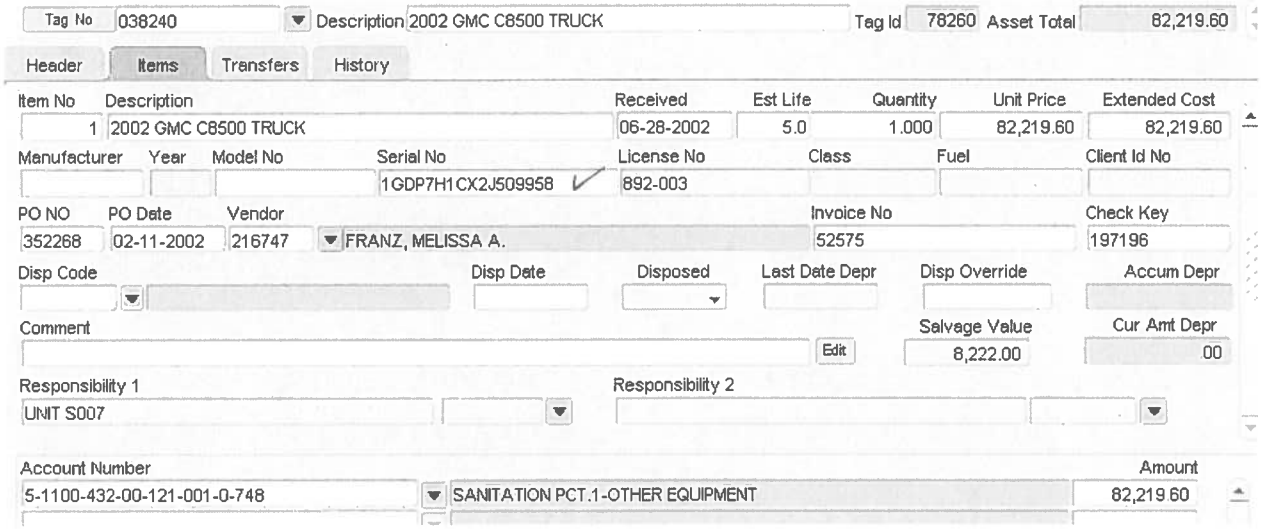
TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

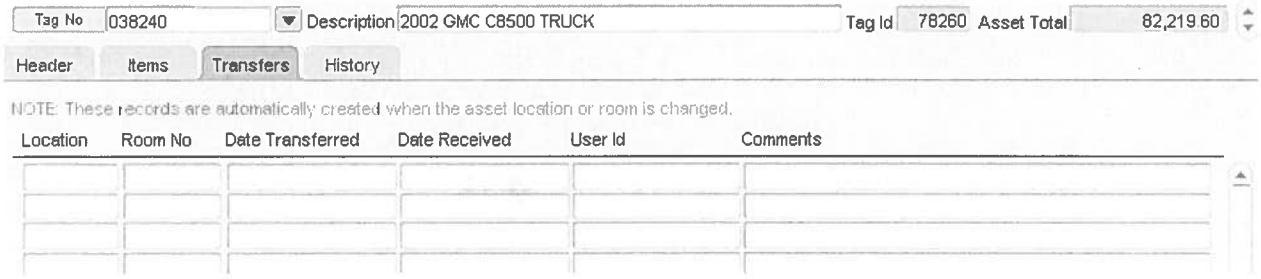
DATE INITIAL

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


Tag No 038240
Description 2002 GMC C8500 TRUCK
Tag Id 78260
Asset Total 82,219.60
Header
Items
Transfers
History
Asset Type 009
MOBILE-OTHER
Depreciate Asset?
Location 121
COMMISSIONER, PRECINCT 1
Room No 001
Sanitary Landfill
Sub Location
Condition
Bar Code
Replacement Cost .00
Old Tag No
Insured Code
Insured Value .00
Comment
Edit
Date Changed 07-15-2003
Asset Status
Scan/Inventory Date
Copy Asset Information
Tag No


Tag No 038240
Description 2002 GMC C8500 TRUCK
Tag Id 78260
Asset Total 82,219.60
Header
Items
Transfers
History
Item No
Description
Received
Est Life
Quantity
Unit Price
Extended Cost
1
2002 GMC C8500 TRUCK
06-28-2002
5.0
1.000
82,219.60
82,219.60
Manufacturer
Year
Model No
Serial No
License No
Class
Fuel
Client Id No
1GDP7H1CX2J509958
892-003
PO NO
PO Date
Vendor
Invoice No
Check Key
352268
02-11-2002
216747
FRANZ, MELISSA A.
52575
197196
Disp Code
Disp Date
Disposed
Last Date Depr
Disp Override
Accum Depr
Comment
Edit
Salvage Value
8,222.00
Cur Amt Depr
.00
Responsibility 1
UNIT S007
Responsibility 2
Account Number
Amount
5-1100-432-00-121-001-0-748
SANITATION PCT.1-OTHER EQUIPMENT
82,219.60


Tag No 038240
Description 2002 GMC C8500 TRUCK
Tag Id 78260
Asset Total 82,219.60
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 53645 Description 2004 FRIEGHTLINER FL70 GRAPPLE TRUCK Tag Id 472069 Asset Total 41,125.00

Header | Items | Transfers | History

Asset Type 003 MOBILE-DUMP-TRUCK ☑ Depreciate Asset?

Location 121 COMMISSIONER, PRECINCT 1 Room No 001 Sanitary Landfill Sub Location

Condition A Excellent Condition

Bar Code Replacement Cost Old Tag No

Insured Code Insured Value

Comment JE-13857-11 Edit

Date Changed 05-03-2013 Asset Status

Copy Asset Information

Tag No

Tag No 53645 Description 2004 FRIEGHTLINER FL70 GRAPPLE TRUCK Tag Id 472069 Asset Total 41,125.00

Header | Items | Transfers | History

Item No	Description	Received	Est Life	Quantity	Unit Price	Extended Cost
1	2004 FRIEGHTLINER FL70 GRAPPLE TRUCK	07-12-2011	6.0	1.000	41,125.00	41,125.00

Manufacturer	Year	Model No	Serial No	License No	Class	Fuel	Client Id No
			1FVABTAK54HM31395	111-8644			

PO NO	PO Date	Vendor		Invoice No	Check Key
659359	06-20-2011	216887	ART'S TRUCKS & EQUIPMENT	6145	00345077

Disp Code	Disp Date	Disposed	Last Date Depr	Disp Override	Accum Depr
		No			.00

Comment UNIT # S-024 Edit Salvage Value Cur Amt Depr .00

Responsibility 1 Responsibility 2

Account Number		Amount
1-1100-432-00-121-001-0-741	PCT1 SANITATION-VEHICLES	41,125.00

Tag No 53645 Description 2004 FRIEGHTLINER FL70 GRAPPLE TRUCK Tag Id 472069 Asset Total 41,125.00

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
121	000	12/28/2011 11:44 AM	12/28/2011 11:44 AM	JALVARADO	Created By Trigger

THE COUNTY OF HIDALGO, TEXAS

PURCHASING DEPARTMENT/FIXED ASSET DIVISION

Calculation of the percentage of the amount of Return on Traded-In of Pct 1 Trucks

Report Requested by: Agueda "Aggie" Garcia FA Mgr

Prepared by: Juan M. Alvarado Assist FA Mgr.

Date: 11/5/2015

Attn. Martha L. Salazar, CPPB-Purch Agent

Traded In Truck - 1								New Truck Acquistion				
			2002	Amt of Return/				2015				
Asset No	Traded-In Weapon Description	Qty	Acq Cost Per Unit	Trade-In Value Per Unit	% of Return Per Unit	Disposition Cost per Unit	% of Disp Cost Per Unit	New Truck Description	Qty	Acq Cost Per Unit	Cost Variance Per unit	% of Variance Per unit
38240	2002 GMC C8500 Truck	1	82,219.60	8,000.00	0.10	74,219.60	0.90		1	-	8,000.00	1.00
	Total	1	$ 82,219.60	$ 8,000.00	0.10	$ 74,219.60	0.90		1	$ -	$ 8,000.00	

Calculation Notes for Truck - 1:

1) The percent of return for this vehicle was obtained by subtracting the trade-in value from the 2002 original acquisition cost of $82,219.60, yielding a 10 % of return..

2) The 90 % disposition cost represents the expended cost for the use of the vehicle $74,219.60 over a period of 13 years approx $5,709.20 per year.

Traded In Truck - 2								New Truck Acquistion				
			2011	Amt of Return/				2015				
Asset No	Traded-In Weapon Description	Qty	Acq Cost Per Unit	Trade-In Value Per Unit	% of Return Per Unit	Disposition Cost per Unit	% of Disp Cost Per Unit	New Truck Description	Qty	Acq Cost Per Unit	Cost Variance Per unit	% of Variance Per unit
53645	2004 Freightliner FL70	1	41,125.00	11,000.00	0.27	30,125.00	0.73		1	-	11,000.00	1.00
	Total	1	$ 41,125.00	$ 11,000.00	0.27	$ 30,125.00	0.73		1	$ -	$ 11,000.00	

Calculation Notes for Truck 2:

1) The percent of return for this vehicle was obtained by subtracting the trade-in value from the 2002 original acquisition cost of $41,125.00, yielding a 27 % of return..

2) The 73 % disposition cost represents the expended cost for the use of the vehicle $30,125.00 over a period of 4 years approx $7,531.25 per year.

END OF REPORT

2015 Capital Lease Versus Operating Lease Test

Tab	CC Date	Dept No.	Install Date	Serial Number	Department Lease / Property	Req. No.	Asset Module Asset ID No.	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Mo.'s	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)	% Interest
32	10/27/2015	124			Pct 4 - S.C. Cmm Ctr	286072	DIR-TSO-3043	5945APT	$156.10	N	N	36	60	$5,619.60	$5,156.00	Capital Lease	5.676
33	11/24/2015	121			Precinct 1	287307	BB 430-13	2-Holt CT660	$5,334.29	Y	Y	84	84	$448,080.36	$408,138.64	Capital Lease	2.689
34														$0.00			
35														$0.00			
36														$0.00			
37														$0.00			
38														$0.00			
39														$0.00			
40														$0.00			
41														$0.00			
42														$0.00			
43														$0.00			
44														$0.00			
45														$0.00			
46														$0.00			
47														$0.00			
49														$0.00			
50														$0.00			
51														$0.00			
52														$0.00			
53														$0.00			
54														$0.00			
55														$0.00			
56														$0.00			
57														$0.00			
58														$0.00			
59														$0.00			
60														$0.00			
61														$0.00			
62														$0.00			
63														$0.00			
64														$0.00			
65														$0.00			

2. Enter values in the mandatory fields (green highlight) are entered and the optional fileds (peach highlighted), if available.

Calculator.net

Home / Financial Calculators / Lease Calculator

Lease Calculator

Fix Rate | Fix Payment

Product/Property Value	$	408138.64
Residual Value	$	0
Lease Term		7 years
		0 months
Monthly Payment	$	5334.29

Calculate

Result

Interest/Return Rate	2.680%
Total of 84 Monthly Payments	$448,080.36
Total Interest	$39,941.72



Mortgage Rate: 30 year fixed, all points, Credit score

Note: Actual Payments are Annual Payments of $64,011.49 (above calculator only calculates monthly payments; $64,011.49 / 12 = $5,334.29)

Zimbra **merlen.munoz@co.hidalgo.tx.us**

Lease Purchase Agreement

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Fri, Nov 13, 2015 03:43 PM
Subject : Lease Purchase Agreement
To : 'Merlen Muñoz' <merlen.munoz@co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Munoz,

Our office reviewed the proposed Equipment Lease-Purchase Agreement No. 2746981 between Caterpillar Financial Services Corporation and Hidalgo County. At this time our office approves as to the form of the agreement, specifically the terms and conditions, and the attached amendment to section 7.

Please provide Caterpillar the Commissioners Court posted Notice of Agenda (confirming compliance with the open meetings law), Agenda minutes demonstrating the Commissioners Court action in approving the agreement and authorizing the County Judge to sign on behalf of the County, as well as any other backup information related to this agenda item as you deem necessary.

In addition to the recommendations of the email sent yesterday, our office would recommend striking or removing the Resolution and Opinion of Counsel.

Please let me know if you have any other questions or concerns.

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 292-7609 EXT. 8185
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%
38240	2002 GMC C8500 Truck	$82,219.60	6/28/2002	2002	2015	5	13	$8,221.96
53645	2004 Freightliner FL70 Grapple Truck	$41,125.00	7/12/2011	2011	2015	5	4	$4,112.50
		$123,344.60						**$12,334.46**

Historical Cost - Residual Value = **$111,010.14**

Prepared By: Dago Rios

Requested By: Martha Salazar

Date: 11/17/2015

Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
$73,997.64	$14,799.53	$73,997.64	$0.00
$37,012.50	$7,402.50	$29,610.00	$7,402.50
$111,010.14		**$103,607.64**	**$7,402.50**

EXHIBIT 2
Concluding Payment Schedule to
Governmental Agreement

Quote number 491-4021
Asset #2: "On-Highway Truck" 213,569.32

Dated _____, 20____

between
Caterpillar Financial Services Corporation
and
COUNTY OF HIDALGO

Description of Unit: 1 Caterpillar CT660

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 3.20000%	Concluding Payment (*)
1	202,744.32	31,770.69	0.00	0.00	170,973.63
2	170,973.63	31,770.69	0.00	5,471.16	144,674.10
3	144,674.10	31,770.69	0.00	4,629.58	117,532.99
4	117,532.99	31,770.69	0.00	3,761.06	89,523.36
5	89,523.36	31,770.69	0.00	2,864.75	60,617.42
6	60,617.42	31,770.69	0.00	1,939.76	30,786.49
7	30,786.49	31,770.69	0.00	985.17	0.97
8	0.97	0.00	1.00	0.03	0.00
		222,394.83	1.00	19,651.51	

(*) Does not include any rent payment or other amount then due.

Initialed: _____
(Lessee)

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: Hidalgo County Pct 1

Address .....
City .....
State .....
Zip code .....
County .....

Good if:
Acknowledged by Jan-21-16
Funded by Jan-21-16

DEALER

HOLT TEXAS, LTD
Sales person ..... Mark Brunnemann
Dealer contact ..... Tracy Carroll
Telephone .....

Quote number 490-1423
Fax number .....
Quote date 10/22/2015
Quote time 16:28:30

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL
Number of payments ..... 7 Annual
Payments ..... in Advance

Quoted by e140tlc
Report created by e140tlc

	Model	Ann. Miles	Qty	Sale Price	Down Payment	Amount Financed	Payment	Balloon	Fixed Rate
New	CT660	100000	1	213,569.32	8,000.00	205,744.32	32,240.80	1.00	3.2000
New	CT660	100000	1	213,569.32	11,000.00	202,744.32	31,770.69	1.00	3.2000
			2	427,138.64	19,000.00	408,488.64	64,011.49	2.00	3.2000

Special Conditions:

CT660
Model Year - 2016, Standard Environment; Major Attachments-Air Conditioner; Other Body - Trailer Type-7000 Grapple

CT660
Model Year - 2016, Standard Environment; Major Attachments-Air Conditioner, Day Cab; Other Body - Trailer Type-7000 GRAPPLE

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Please indicate your acceptance of this proposal by executing this proposal and returning it to my attention along with the Proposal Fee at the address below. Please be sure to indicate which financing option you have accepted.

Caterpillar Financial Services Corporation
2120 West End Avenue, Nashville, TN 37203
(615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by: Acknowledged by:

Caterpillar Financial Services Corporation	Hidalgo County Pct 1	Date

EXHIBIT 2
Concluding Payment Schedule to
Governmental Agreement

Quote number 491-4021
Asset #1: "On-Highway Truck" 213,569.32

Dated _____, 20____

between
Caterpillar Financial Services Corporation
and
COUNTY OF HIDALGO

Description of Unit: 1 Caterpillar CT660

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 3.20000%	Concluding Payment (*)
1	205,744.32	32,240.80	0.00	0.00	173,503.52
2	173,503.52	32,240.80	0.00	5,552.12	146,814.84
3	146,814.84	32,240.80	0.00	4,698.07	119,272.11
4	119,272.11	32,240.80	0.00	3,816.71	90,848.02
5	90,848.02	32,240.80	0.00	2,907.14	61,514.36
6	61,514.36	32,240.80	0.00	1,968.46	31,242.02
7	31,242.02	32,240.80	0.00	999.75	0.97
8	0.97	0.00	1.00	0.03	0.00
		225,685.60	1.00	19,942.28	

(*) Does not include any rent payment or other amount then due.

Initialed: _____
(Lessee)

AI-52263 **Purchasing Department** **20. C. 1.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of a professional appraisal services agreement with LEONEL GARZA, JR. & ASSOCIATES, LLC for the purposes of appraisal services for: The Fair Market Value Appraisals in connection with the Acquisition of Land-Sale and/or Exchange, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 2 (on an as needed basis) and as selected for negotiations by CC from the "POOL" of Appraisers by CC on 10/13/15.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-339

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

BUDGETARY IMPACT:

On Call As Needed Basis. Pct will identify funding.

Attachments

Contract

Legal Approval

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	11/13/2015 10:15 AM

Form Started By: Rocio Villarreal Started On: 11/12/2015 11:26 AM

Final Approval Date: 11/13/2015

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-15-363-11-17

THIS AGREEMENT is made effective the **17th** day of **November, 2015**, by and between the **County of Hidalgo, Texas** ("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: **"Appraisal Services for Projects within Hidalgo County Precinct No. 2" (on an as needed basis)**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Service," and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, The Professional Services Procurement Act, Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide appraisal services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A", 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 Hidalgo County Precinct No. 2 as shown in Exhibit "B" attached hereto and entitled "Services and Fees 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 provided the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. Term. This Contract is for the period of one (1) year, effective November 17, 2015 and will expire November 16, 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.

3. 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 work 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 20, hereof.

4. Progress. Upon acceptance of a work 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.

5. 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.

6. 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.

7. 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.

8. **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.

9. **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.

10. **Voluntary Termination.** The 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.

11. **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.

12. 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.

13. 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.

14. Termination by County. If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

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:	County of Hidalgo Attention: County Judge 302 W. University Drive Edinburg, Texas 78539
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. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Appraiser.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

26. 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 OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

APPRAISER:
Leonel Garza, Jr. & Associates, LLC

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

January 20, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisal Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-009-02-04-SGS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs
Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(All funding sources, programs and entities)
"Professional Appraisal Services Pool"
RFQ No: 2015-009-02-04-SGS

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 and Evaluation Form	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
09.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisal Services Pool"

RFQ NO: 2015-009-02-04-SGS

Acceptance Due Date: **February 04, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 292-7000 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisal Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) copies** of all request for qualifications (RFQ) 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 – 2015-009-02-04-SGS"HIDALGO COUNTY (Including all funding sources, programs, and entities)-"Professional Appraisal Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 04, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualification considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within ninety (90) days from the scheduled time to open qualifications.

8. County reserves the right to accept or reject any or all qualifications

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY** (Including all funding sources, programs, and entities) **Professional Appraisal Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**February 04, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY PROPOSED 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
Thanks Giving Day	11/26/15 and 11/27/15
Christmas Day	12/24/15 and 12/25/15
New Years 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 PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;

- Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for

Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualification
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Appraisal Services Pool"
RFQ No: 2015-009-02-04-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondents acknowledge receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)
REQUEST FOR QUALIFICATIONS

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ № 2015-009-02-04-SGS

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **March 16, 2015 and ending March 15, 2016.** The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, 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 labeled with the Company's name, RFQ Number: 2015-009-02-04-SGS, Project title: "Professional Appraisal Services Pool" and Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQs, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's

Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF QUALIFICATIONS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via e-mail or via facsimile to (956) 292-7612: sandy.suarez@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 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specifies for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with an Appraisal firm(s) that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Request for Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

C. List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any current licenses and/or certifications as required by the STATE OF TEXAS.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) ***Responsiveness:*** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) ***Firm Capabilities:*** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County

   g) Current workload
   h) Ability to commence various re-quested projects simultaneously
   i) Completion of projects within budgets

3) ***Staffing:*** **25 points**

   a) Qualifications of personnel - The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in Request for Qualifications.

2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

EVALUATION CRITERIA

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. RESPONSIVENESS ------ (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL
2. FIRM CAPABILITIES ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
3. STAFFING--------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of Insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE — DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE 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 BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

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
FOR "REAL ESTATE APPRAISERS POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address: Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if Individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American ☐ Native American
☐ Hispanic American ☐ Women
☐ Asian Pacific American ☐ 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. 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 [4]
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 Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISALS SERVICES POOL

RFQ No.: 2015-009-02-04-SGS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ 1 Original, 3 Copies, and 8 CD's containing a complete copy of Response.

_____ _____

SIGNATURE DATE

County Executive Office

2818 S. Bus. Hwy. 281 Edinburg, Texas 78539 Phone: (956) 292-7655 Fax: (956) 292-7034

HIDALGO COUNTY
2016 HOLIDAYS

New Year's Day	**January 01, 2016 (Friday)**
Martin Luther King Day	**January 18, 2016 (Monday)**
Presidents' Day	**February 15, 2016 (Monday)**
Good Friday	**March 25, 2016 (Friday)**
Memorial Day	**May 30, 2016 (Monday)**
Independence Day	**July 04, 2016 (Monday)**
Labor Day	**September 05, 2016 (Monday)**
Columbus' Day	**October 10, 2016 (Monday)**
Veterans' Day	**November 11, 2016 (Friday)**
Thanksgiving	**November 24 & 25, 2016 (Thursday/Friday)**
Christmas	**December 23 & 26, 2016 (Friday/Monday)**
New Year's Eve	**December 30, 2016 (Friday)**

Approved by Commissioners' Court on: November 10, 2015.

Note: There will not be early release on Thanksgiving or Christmas. The holidays listed are the only approved holidays.

EXHIBIT "B"

Services and Fees to be provided by Appraiser

GARZA
& ASSOCIATES
1419 Dove Avenue Suite 1 McAllen, Texas 78504
Office (956)687-7295 Fax (956) 687-9236

Best & Final For Appraisal Services

To:	Hidalgo County Purchasing Department 2812 South Business Highway 281 Edinburg, Texas 78539	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 318-2626	**Date Submitted:**	April 23, 2015
Re:	**Appraisal Proposal – Precinct No. 2**	**CC:**	Rocio Villarreal / Contract Manager

Mrs. Villarreal:
As per e-mail from Rocio Villarreal on October 20, 2015, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County Owned Property located within Hidalgo County Precinct No. 2 (on an "As Needed Basis"). The appraisal reports shall be based on the Texas Department of Transportation, County of Hidalgo and SB-18 requirements as follows:

Appraisal Report Cost	**$2,250.00 Per Parcel** Included Per Parcel: (4) Original Appraisal Reports
Additional Original Reports	**$ 50.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the Hidalgo County Precinct #4 Department and or other County agencies involved in the project.
Updated/Revised Reports	**$ 500.00 Per Parcel** This cost shall apply when a major 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. These revision cost shall be discussed with the Precinct prior to billing. 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.
Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***(Plus 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.)

GARZA
& ASSOCIATES
1419 Dove Avenue Suite 1 McAllen, Texas 78504
Office (956) 687-7295 Fax (956) 687-9236

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties within Hidalgo Precinct No. 2. 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. 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. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. A deadline will be established by the Hidalgo County Right of Way Department as outlined within the Purchase Order provided by the client. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Precinct and the Purchasing Department prior to acceptance of the request and or at the time of discovery of special circumstances.

Due to the urgency of the projects, the following items shall be required to expedite the project as soon as possible (if applicable):

1. Physical Address of the Subject Property or Directions
2. Access To Property
3. Legal Description and Metes & Bounds
4. Site Plan or Survey
5. Name of Current Owner or Entity Property Is Listed Under
6. Property Contact Person (To Make Inspection Arrangements)
7. Rent Rolls
8. Sales Contracts

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT "C"

Insurance Requirements

LEONGAR-02 HEREN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (M/M/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	

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 :	

INSURED
Leonel Garza Jr & Associates LLC
1419 Dove Ave
Suite 1
McAllen, TX 78504

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 (M/M/DD/YYYY)	POLICY EXP (M/M/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 SCHEDULED AUTOS X HIRED 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? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	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 Notice 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 written 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

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-15-363-11-17-Leonel Garza

From : Steve Crain <scrain@atlashall.com> Thu, Nov 12, 2015 02:30 PM
Subject : RE: C-15-363-11-17-Leonel Garza
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The Leonel Garza contract is OK.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, November 12, 2015 1:56 PM
To: Stephen L. Crain
Subject: C-15-363-11-17-Leonel Garza

Mr. Crain:

Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

AI-52256 **Purchasing Department** **20. D. 1.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Consulting Engineers, Inc. dba L&G Engineering, for "Veterans Boulevard (SH 495) Project (from Abram Road East to La Homa Road)"as approved for negotiations on CC 04/14/15.

b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $843,140.00) as submitted by project engineer, L&G Consulting Engineers, Inc. dba L&G Engineering for, "Environmental Assessment, Public Involvement, Schematic and Hydrologic Design for Veterans Blvd (SH 495) project from Abram Rd to La Homa Rd (FM 364)" located Pct. No. 3 through Contract #C-15-161-11-17.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-123-107-0-721

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

BUDGETARY IMPACT:

Attachments

legal approval
REVISED
BACKUP
exh D
ica
receipt

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Rocio Villarreal		Started On: 11/12/2015 10:03 AM

Final Approval Date: 11/13/2015

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-15-161-00-00-L&G Engineers-Veterans Blvd-Pct 3

From : Steve Crain <scrain@atlashall.com> Thu, Nov 12, 2015 01:47 PM
Subject : RE: C-15-161-00-00-L&G Engineers-Veterans Blvd-Pct 3 1 attachment
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The contract is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, November 12, 2015 10:04 AM
To: Stephen L. Crain
Subject: Re: C-15-161-00-00-L&G Engineers-Veterans Blvd-Pct 3

Mr. Crain:

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: Wednesday, November 11, 2015 8:58:03 AM
Subject: RE: C-15-161-00-00-L&G Engineers-Veterans Blvd-Pct 3

Good morning Rocio:

I hope all is going well for you and were able to enjoy your day off.
Attached is page 2 with Mr. Crain's comment. If you have any questions, please call our office.

Thank you,
Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com



E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, November 10, 2015 2:54 PM
To: Stephen L. Crain
Subject: Re: C-15-161-00-00-L&G Engineers-Veterans Blvd-Pct 3

Mr. Crain:

As requested attached is the corrected agreement. 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, November 6, 2015 3:36:29 PM
Subject: RE: C-15-161-00-00-L&G Engineers-Veterans Blvd-Pct 3

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, November 06, 2015 2:52 PM
To: Stephen L. Crain
Subject: C-15-161-00-00-L&G Engineers-Veterans Blvd-Pct 3

Mr. Crain:

Attached is an prof. engineering services agreement with L&G Engineer. 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



image001.jpg
5 KB

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-15-161-11-17

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L&G Consulting Engineers Inc.** d/b/a **L&G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the "Veterans Boulevard (SH 495) Project (from Abram Road East to La Homa*"* project for ***Hidalgo County Precinct No. 3*** hereinafter referred to as the **"Project".**

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**" ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement.

2.2 Engineer's Services. For this Agreement, the professional services to be provided by the **Engineer** are those services more particularly identified in **EXHIBIT "B"**, attached hereto and make a part of this Agreement.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "Work Schedule") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This agreement is for the earlier of a period of **five (5) years,** commencing, October 13, 20**15,** expiring, October 13**, 2020** or ***upon completion of the Scope of the Project*** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as

provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any

default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. **Progress and Coordination**. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"**-***Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the

circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of

individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - *Supplemental Agreement Form*, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the

execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. **Ownership** and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional

engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all

the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of

the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to

the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering

practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to

the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that

the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish

the **Owner** with a certificate of insurance (***Hidalgo County*** **Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"** - *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER
Hidalgo County
100 East Cano, 2nd Floor (Admn. Bldg.)
Edinburg, Texas 78539

ENGINEER
L & G Consulting Engineers, Inc. d/b/a
L&G Engineering
2100 West Expwy 83
Mercedes, Texas 78570

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty. The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

ARTICLE 31. Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

ARTICLE 32. Immunities. Nothing in this agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2015.**

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a L & G ENGINEERING

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A-1 -Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT D-1 -Estimated Project Fee Schedule
EXHIBIT E -Sample Work Authorization Form
EXHIBIT F -Sample Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A-1"

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: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2015-006-02-04-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **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)

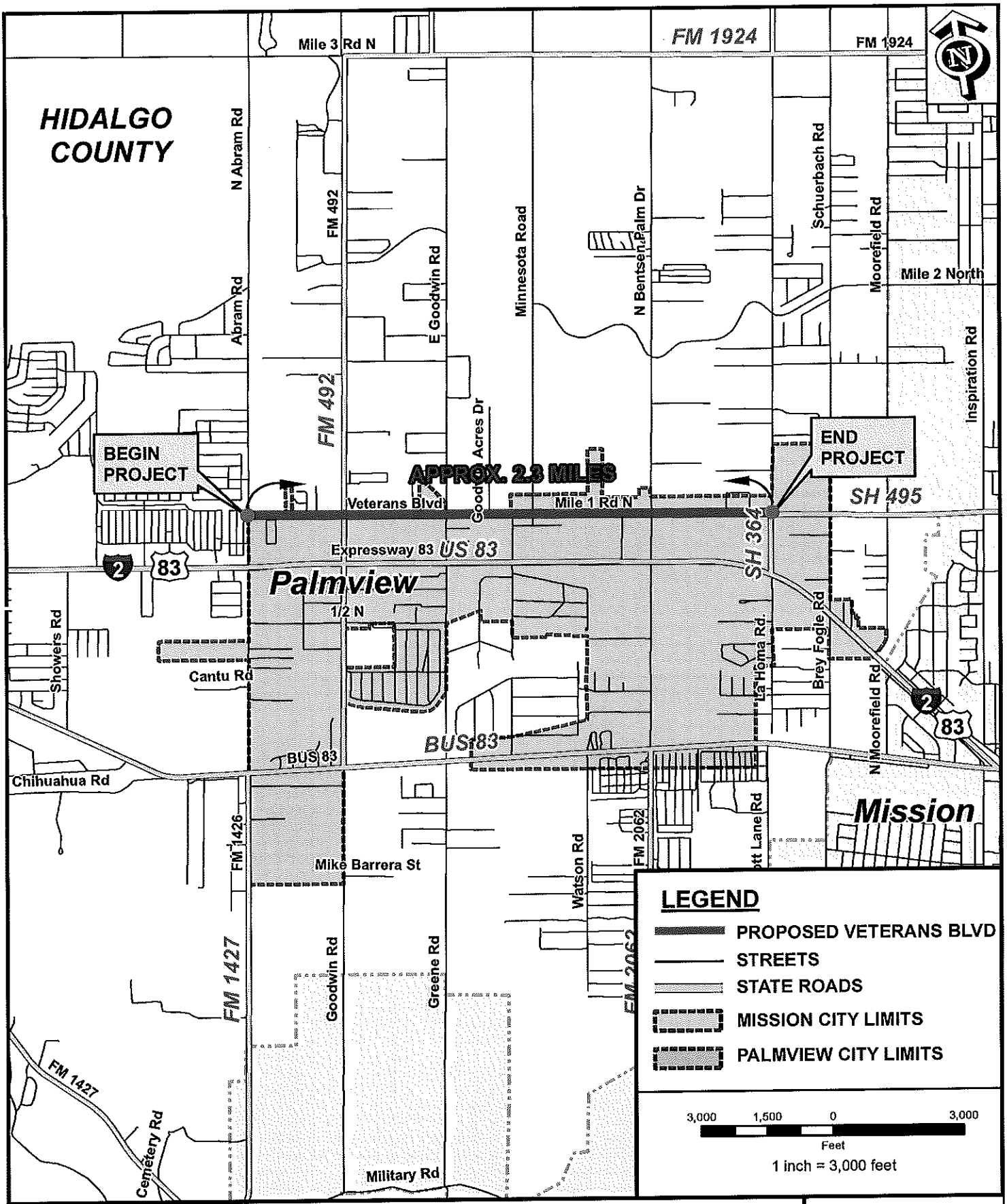
_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ 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.



L&G Engineering
Highway/Civil • Structural/Bridge
Environmental • Geotechnical
Construction Material Testing
Right-of-Way Acquisition Provider Services

2100 W. Expressway 83
Mercedes, TX 78570
Phone: (956) 565-9813
Fax: (956) 565-9018
Toll Free: (888) 565-9813

909 S. Stewart Rd., Ste B
Mission, TX 78572
Phone: (956) 585-1909
Fax: (956) 585-1937
Toll Free: (866) 585-1909

VETERANS BLVD (SH 495) LOCATION MAP

FROM ABRAM RD TO LA HOMA (SH 364) APPROX. 2.3 MILES

CITY OF PALMVIEW
TEXAS

Document Path: G:\GIS \PROJECTS\HIDALGO\VETERANS ROAD (MILE 1) FROM LA HOMA TO ABRAM - BUS 83\VETERANS ROAD LOCATION ,MAP.mxd

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1-PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: 0865-01-082

PROJECT/DESCRIPTION: PROPOSED URBAN ROADWAY

LENGTH: 2.3 MILES

HIGHWAY: VETERANS BOULEVARD (SH 495)

LIMITS: FROM ABRAM RD TO LA HOMA RD (SH 364)

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- _X_ Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation and/or City of Palmview.

COUNTY shall mean Hidalgo County.

CITY shall mean the City of Palmview.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 2 – FEASIBILITY STUDIES
(Function Code 102)

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	Preliminary Design Values *The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.*
___	___	Preliminary Route Locations on Uncontrolled Mapping *The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.*
___	___	Uncontrolled Mapping (w/Contours & GIS Info) *The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.*
___	___	Preliminary Traffic Evaluations & Trends *The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.*
___	___	Preliminary Hydrologic Map *The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.*
___	___	Preliminary ROW Requirements *The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.*
___	___	Preliminary Cost Estimates *The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.*
___	___	Preliminary Environmental Analysis (for fatal flaws) *The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.*
___	___	Project Fact Sheet with Est. Local Cost vs. Total Project Cost *The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.*
___	___	Meetings, Coordination & Support for Project Development *The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.*

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	1. Route Location Studies
___	___	2. Level of Service Analysis
___	___	3. Traffic Evaluations and Projections
___	___	4. Develop Roadway Design Criteria
___	___	5. Preliminary Cost Estimates
___	___	6. Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
___	___	7. Preliminary Right-of-Way Requirements
___	___	8. Design Concept Conference
		9. Soil Core Hole Drilling
___	___	a. Pavement (See Section 7, pages 7-2 thru 7-3 for requirements)
___	___	b. Retaining Walls (See Section 10, page 10-1 for requirements)
___	___	c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)
___	___	d. Bridges (See Section 11, page 11-2 thru 11-3 for requirements)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 4 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

Services Provided By: ENGINEER	CITY/COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
___	___	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
___	___	(2) An Environmental Assessment shall be prepared in accordance with 23 USC 327 and the 2014 TxDOT-FHWA Memorandum of Understanding, anticipating a Finding of No Significant Impact.
___	___	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
___	___	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
___	___	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
___	___	a. A public involvement meeting(s) and public hearing shall be scheduled, coordinated and conducted.
___	___	b. Technical assistance for one public meeting and one public hearing, preparation of, and maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
___	___	c. A Notice of Availability (NOA) shall be published by the COUNTY upon approval of the environmental decision.
		3. Technical Reports All technical reports shall be prepared in accordance with TxDOT's environmental rules and guidelines.
___	___	a. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis shall be provided as a Technical Report and a summary of the air quality results included in the administratively complete document for the project.
___	___	b. Biological Technical Report A biological form and technical report shall be prepared in accordance with the STATE'S Biological Guidelines. The report will include water resources, and threatened and endangered species.
		c. Cultural Resources Historical and archeological studies shall be completed in accordance with the STATE'S guidelines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	(1) Historic Structure Studies A records search, project coordination request, and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
___	___	(2) Archeological Studies File searches, project coordination request, an archeological reconnaissance, and an archeological survey shall be conducted to determine if known archeological sites are present or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
___	___	d. Community Impact Analysis A community impact analysis shall be prepared in accordance with the STATE'S Community Impact Guidelines.
___	___	e. Hazardous Materials The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process) and a Hazardous Materials Technical Report, as needed.
___	___	f. Indirect and Cumulative Impacts Analysis An indirect and cumulative impacts analysis shall be prepared in accordance with the STATE's guidelines.
___	___	g. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis shall be provided as a Technical Report and a summary of the noise analysis results shall be included in the administratively complete document.
___	___	4. Environmental Scoping The ENGINEER shall initiate the environmental scoping process with TxDOT. An environmental scoping document and risk assessment will be completed in coordination with TxDOT.
___	___	5. General Guidelines for Preparation of Environmental Documents
		a. All technical reports will be submitted electronically to TxDOT through their FTP site.
		b. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
		c. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
		d. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
		e. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client. All copies to TxDOT will be digital.
		f. Exhibits in the environmental document shall be color copies and text shall be black and white.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 5 - RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
SURVEYOR CITY/COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the ENGINEER has given the SURVEYOR written approval of the final location of the proposed ROW lines as approved by TxDOT and the CITY.

A. RIGHT-OF-WAY MAPPING:

1. **PURPOSE:**
The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

2. **DEFINITIONS:**
For purposes of this Contract, the following definitions shall apply:

2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.

2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.

2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.

2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.

2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.

2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.

2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.

2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.

2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.

2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

Services Provided By:
SURVEYOR CITY/COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample Attached)*

3. WORK TO BE PERFORMED:

3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

3.1.6. Preliminary Parcel numbering system.

3.1.7. Any and all utilities (permitted or of record)

3.1.8. Reference Sample provided.

3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY
—	—

3.2 *Right-of-Way Map Continued (continued)*

3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.

3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.

3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.

3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.

3.2.8. County lines and city limit lines shall be located and identified by name.

3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.

3.2.10. Monumentation set or found shall be shown and described as to material and size.

3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.

3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.

3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.

3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.

3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.

3.2.16. Building lines or set-back lines shall be shown and identified.

3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.

3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

Services Provided By: SURVEYOR	CITY/COUNTY
—	—

3.2 *Right-of-Way Map Continued (continued)*

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYOR CITY/COUNTY

3.3. Exhibits:
An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

3.3.2. Parcel Plat:
A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYOR CITY/COUNTY

4. DELIVERABLES:

In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):

___ ___ 4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications defined in 2.11.

___ ___ 4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications defined in 2.12, 3.2 and 3.3.

ROW Map Submittal Requirements:

4.2.1. Two (2) paper sets of half-size ROW maps (11"x 17")

4.2.2. One (1) paper set of the full-size ROW maps (22"x 34")

4.2.3. Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*

4.2.4. City requires one (1) electronic copy of the ROW Map on a CD, and One (1) copy of the DGN electronic file on a CD from the surveyor-Both the electronic copy of the ROW Map and the DGN file can be on one CD.

IF Roadway is ON-SYSTEM and after Administrative Approval of the ROW Maps by Division (REVISIONS) Submittal Requirements:

4.2.5. Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the revision

4.2.6. One (1) paper set of the full-size of the affected ROW map sheets (22"x 34"), detailing the revision

4.2.7. Four (4) sets of any revised original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*

4.2.8. Division needs one (1) electronic copy of the revised ROW Map sheets on a CD, and

4.2.9. One (1) copy of the DGN electronic file on a CD from the surveyor-detailing the revision-Both the electronic copy of the revised ROW Map sheets and the DGN file can be on one CD.

___ ___ 4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations of the proposed centerline alignment.

___ ___ 4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER of the proposed centerline.

___ ___ 4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.

___ ___ 4.6. Records used to establish ownership.

___ ___ 4.7. ROW and parcel filed notes signed and sealed by a RPLS.

___ ___ 4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.

___ ___ 4.9. Items indicated under the Automation Requirements Section 6.

___ ___ 4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

6.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

6.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

6.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

6.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

6.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

6.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

6.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYOR CITY/COUNTY

7. **GENERAL SPECIFICATIONS:**
For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. **ADHERENCE TO STANDARDS:**
For purposes of clarity, consistency, and ease of understanding, the CITY/COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel

___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By:
SURVEYOR CITY/COUNTY

DESIGN AND CONSTRUCTION SURVEYS:

PURPOSE:

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

DEFINITIONS:

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

1. **Design Surveying**

___ ___ a. Primary Project Control – 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

___ ___ b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Control Data Sheets for inclusion in the Construction Project Plans signed and sealed by an R.P.L.S.
(1) No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
(2) The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
(3) The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
(4) The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
(5) Project control base lines

___ ___ (6) Photogrammetric ground control
(a) Establish horizontal control
(b) Establish vertical control points
(c) Place and maintain control point targets

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	c. Other Design Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set H&V Control at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each H&V Control. Provide an H&V Control along each outfall identified on the Hydrologic Map. The H&V Control shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Control Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.

(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

(6) The Surveyor shall stake the proposed centerline on the existing fields as approved by Engineer before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout "EXHIBIT E". The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. Jointly the SURVEYOR and the ENGINEER will identify from records such as the Irrigation District Maps and the A&M Data of existing irrigation lines that will need to be tied down. The SURVEYOR will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

(10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	(11) Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
		(12) Driveways and Turnouts
		(a) Inventory commercial entrances, public roads and side streets separately.
		(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.
		(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
		(d) Obtain width at R.O.W. line.
		(e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
___	___	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
___	___	(14) Soil core hole staking at bridge class structures.
___	___	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
___	___	(16) Profiles of existing drainage facilities.
___	___	(17) Measurement of hydraulic opening under existing bridges.
___	___	(18) Obtain elevations of manholes and valves of utilities
___	___	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
___	___	(20) Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction.
___	___	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
___	___	(22) Inventory signs, mailboxes, and driveways
___	___	(23) Locate wetlands.
___	___	(24) Locate existing right-of-ways.
		d. Construction Surveys:
		In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:
___	___	(1) Stake existing and/or proposed right-of-ways.
___	___	(2) Stake existing and/or proposed baseline/centerline.
___	___	(3) Stake proposed bridge structures.
___	___	(4) Stake proposed drainage structures, such as manholes, culverts, etc.
___	___	(5) Set grade stakes.
___	___	(6) Recover and check existing control points.
___	___	(7) Establish additional control points.
___	___	(8) Check elevations and locations of structures.
___	___	(9) Determine and resolve conflicts associated with survey data.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYOR CITY/COUNTY

2. **Photogrammetric Products**
   a. Uncontrolled Photography
      (1) Contact Prints
      (2) Mosaics
      (3) Digital ortho plots
   b. Mapping
      (1) Planimetric Maps
      (2) Contour Maps
      (3) Cross Sections
      (4) Profiles
      (5) Digital Terrain Models (DTM)

3. **UTILITY SUBSURFACE INVESTIGATION:**
Utility Quality Levels are in cumulative order (least to greatest) as follows

3.1. Quality Level C - Existing Records: Utilities are plotted from review of available existing records that will be generated by the Engineer on the schematic and provided to the surveyor for his further creation of a Utility Map which will be turned in as a deliverable as part of this work order.

3.2. Quality Level B - Surface Visible Feature Survey: The Surveyor shall gather the field tied Utility Information and compare it to the existing records (if any) as provided by the Engineer and correlate with surveyed surface-visible features. The surveyor shall create a Utility Layout Map or plan layout 2D, showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Layout Map will include all utilities that have been field tied – 2D Horizontal Utilities. This Layout will be provided to the Engineer and a meeting held with Engineer to identify which utilities will need to be tied down vertically. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Engineer. This information will be provided in the latest version of Micro Station or Geopak used by the State. The electronic file will be delivered on C.D. or DVD. A hard copy is required and must be signed, sealed, and dated by the Surveyor. Note: Determine and inform the Engineer of the approximate utility depths at critical locations. This depth indication is understood by the Engineer to be approximate only and is not intended to be used for preparing the construction plans.

3.3. Subsurface Utility Locate (Test Hole) Service (Quality Level A), **THE SURVEYOR SHALL ESTIMATE LOCATING VERICALLY 25 UTILITES PER MILE OR AS IDENTIFIED BY THE ENGINEER.** Locate shall mean to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B and C. The Surveyor shall:

3.3.1 Review the requested test hole locations that have been identified by the Engineer and Coordinate with utility owner inspectors as may be required by law or utility owner policy.

Services Provided By:
SURVEYOR CITY/COUNTY

3. *Utility Subsurface (continued)*

3.3.2 Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:

- Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
- Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
- Elevation of existing grade over utility at test hole location.
- Horizontal location referenced to project coordinate datum.
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- Utility facility material(s).
- Utility facility condition.
- Coating/Wrapping information and condition.
- Unusual circumstances or field conditions.

3.3.3 Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.

3.3.4 Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.

3.3.5 Provide complete restoration of work site and landscape to equal or better condition than before excavation.

3.3.6 Plot utility location position information on the Utility Layout sheet and identify the vertical elevation and sealed by the responsible Surveyor. This information will be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD.

4. **DELIVERABLES:**

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

4.1. Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.

4.2. Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.

4.3. Computer printouts or other tabulations summarizing the results of field surveys.

4.4. Digital files or media acceptable by the ENGINEER containing field survey data.

4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

4.6. Field survey notes, as electronic and/or hard copies.

4.7. A H&V Control Book identifying the basis of the Primary and Secondary Control and an 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

Services Provided By:
SURVEYOR CITY/COUNTY

4. *Deliverables (continued)*

___ ___ 4.8. Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.

___ ___ 4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.

___ ___ 4.10. Survey reports in a format requested by the ENGINEER.

___ ___ 4.11. Items indicated under the Automation Requirements Section 6.

5. **GENERAL REQUIREMENTS:**

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.

5.3. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.

5.5. Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.6. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

- Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.
- Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.1 of one foot.
- Utilities and improvements: less than 0.2 of one foot.
- Cross-sections and profiles: less than 1 foot.
- Bore holes: less than 3 feet.
- Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.02 of one foot.
- Utilities and improvements: less than 0.1 of one foot.
- Cross-sections and profiles: less than 0.2 of one foot.
- Bore holes: less than 0.5 of one foot.

Services
Provided By:
SURVEYOR CITY/COUNTY

5. **AUTOMATION REQUIREMENTS:**

6.1 Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2 Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3 Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER
ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By: ENGINEER	CITY/COUNTY	
		1. Geometric Design
		a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
		b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
		2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
		3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
		a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
		b. Typical Sections
		c. Design Cross Sections
		d. Determine Cut and Fill Quantities
		e. Slope Stability Analysis
		f. Embankment Foundation Stability Analysis
		g. Embankment Settlement Analysis
		5. Pavement Design
		a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
		b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
		(a) Along center line
		(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
___	___	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
___	___	d. Traffic Data for Pavement Design by STATE
___	___	e. Basic Design Criteria
___	___	f. Life Cycle Cost Analysis(es)
___	___	g. Cost Data
___	___	h. Pavement Material Properties
___	___	i. Rehabilitation Investigations
___	___	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 8 - DRAINAGE
(Function Code 161)

Services Provided By: ENGINEER	CITY/COUNTY	

All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.

1. Hydrologic Studies, Discharges
   - a. Hydrologic map showing drainage areas, contours and drainage Q's.
   - b. Drainage area maps showing existing conditions and proposed improvements.
   - c. Hydrologic data/discharge determination

2. Hydraulic Drainage Study and Documentation
   - a. Hydraulic computations
     - (1) Storm water detention available within the ROW (linear ft. along side drain ditch).
     - (2) Storm water detention required outside the ROW (as per HCDD#1)
     - (3) Culverts
     - (4) Bridge waterways
     - (5) Channels
     - (6) Storm sewers/inlets
     - (7) Pump stations
     - (8) Storm Water Management facilities
     - (9) Other
       - (a) Irrigation Canals/Siphons
   - b. Hydraulic report(s)
   - c. Federal Emergency Management Agency (FEMA) floodway requirements
   - d. Determine impact of proposed drainage plan on the following receiving stream(s)
     - (1) Hidalgo County Drainage District Outfalls
     - (2) All Irrigation District Outfalls impacted

3. Layout, Structural Design and Detailing of Drainage Features
   - a. Culverts
     - (1) New culverts
     - (2) Culvert widening and/or lengthening
     - (3) Culvert replacements
   - b. Storm sewers
     - (1) New storm sewers
     - (2) Modify existing storm sewers
     - (3) Inlets
     - (4) Manholes
     - (5) Trunk lines
   - c. Pump stations
   - d. Subsurface drainage at retaining walls
   - e. Outfall channel(s) within the ROW
   - f. Outfall channel(s) outside the ROW
   - g. Detention Pond(s) within the ROW
   - h. Detention Pond(s) outside the ROW
   - i. Summary of Quantities
   - j. Storm Water Management facilities

4. Storm Water Pollution Prevention Plan (SW3P)

5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	1. Signing and Markings Layout
		a. Requirements (Separate Layout)
		(1) Roadway layout
		(2) Center line with station numbering
		(3) ROW lines
		(4) Culverts and other structures that present a hazard to traffic
		(5) Location of utilities, if not shown on plan and profile
		(6) Existing signs to remain, to be removed, to be relocated
		(7) Proposed signs (illustrated and numbered)
		(8) Existing overhead sign bridges to remain, to be revised, removed or relocated
		(9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
		(10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
		(12) Quantities of existing pavement markings to be removed
		(13) Proposed delineators and object markers
		b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
		(2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
		(3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
		(4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer)
		(5) Tentative ROW limits
		(6) Direction of traffic flow on all roadways
		(7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
___	___	2. Summary of Small Signs Tabulation
___	___	3. Summary of Large Signs Tabulation including all Guide Signs
___	___	4. Sign Detail Sheets
		a. All signs except route markers
		b. Design details for large guide signs
		c. Dimensions of letters, shields, borders, corner radii etc.
		d. Designation of shields attached to guide signs
		e. Designation of arrow used on exit direction signs

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
___	___	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
___	___	(2) Photographs as appropriate
___	___	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
___	___	(a) Existing
___	___	(b) Estimated
___	___	(c) Projected
___	___	(d) Pedestrian
___	___	(5) Traffic Survey - Count Analysis
___	___	(6) Recommendation based on above data
		b. Layout
___	___	(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		5. Traffic Signals *(continued)*
___	___	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
___	___	(a) Confirm power source
___	___	(b) Discuss route of aerial or underground interconnect cable (when applicable)
___	___	(c) Adjustment of overhead utility lines
___	___	(2) Prepare governing specifications and special provisions list
___	___	(3) Prepare project estimate
___	___	d. Summary of Quantities

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	CITY/COUNTY	
		1. Retaining Walls
		a. Structural Details
___	___	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
___	___	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
___	___	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
___	___	(1) Mechanically Stabilized Earth
___	___	(2) Concrete Block Wall Systems
___	___	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
___	___	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
___	___	e. Foundation Studies (Show cost estimate with Function Code 110)
___	___	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
___	___	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
___	___	g. Estimate
___	___	h. Summary of Quantities
___	___	i. Typical X-section.
___	___	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
		a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
		b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		3. Illumination *(continued)*
___	___	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
___	___	a. Erosion Control
___	___	b. Landscape Development
___	___	5. Compute and Tabulate Quantities
___	___	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
___	___	(a) New O.S.B. structure(s)
___	___	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
___	___	(2) High Mast Illumination Poles (HMIP)
___	___	(3) Traffic Signal Supports
___	___	(4) Conventional Illumination Poles
___	___	(5) Sound Barrier Walls
___	___	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
___	___	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
___	___	a. Utility Agreements
___	___	b. Exhibits for Utility Agreements
___	___	c. Railroad Agreements
		d. Railroad Exhibits
___	___	(1) Railroad Underpasses
___	___	(2) Railroad Overpasses
___	___	(3) Railroad Grade Crossing (Replanking)
___	___	(4) Railroad Grade Crossing Warning Systems (Signals)
___	___	(5) Other Miscellaneous Sketches for Railroads
___	___	e. Traffic Signal Agreements
___	___	f. Exhibits for Traffic Signal Agreements
___	___	9. Estimate
___	___	10. Specifications and General Notes

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 11 - BRIDGE DESIGN
(Function Code 170)

Services Provided By: ENGINEER	CITY/COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
___	___	(1) Underpass(es)	
___	___	(2) Overpass(es)	
___	___	(3) Main Lanes	___
___	___	(4) Direct Connector(s)	___
___	___	(5) Ramp Bridge(s)	___
___	___	(6) Waterway Structure(s)**	___
___	___	(7) Pedestrian Structure(s)	___
___	___	(8) Utility Structure(s)	___
___	___	(9) Railroad Underpass(es)	___
___	___	(10) Railroad Overpass(es)	___
___	___	(11) Bridge Classification Culvert(s)**	___
___	___	(11) Alternate Structural Designs	___
___	___	(12) Alternate Foundation Design	___
		Total New Structures =	
		b. Existing Structure(s)	___
___	___	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
___	___	(2) Bridge Replacement	___
___	___	(3) Raising Bridge Elevation	___
___	___	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	___
			___
___	___	(5) Railroad Overpass(es)	___
___	___	(6) Railroad Underpass(es)	___
		Total Existing Structures =	___

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		2. Preparation of Bridge Layouts (each bridge) *(continued)*
		c. Additional layout requirements for waterway structures and bridge classification culverts.
		(1) Design and 100-year peak discharges.
		(2) Design and 100-year high water (HW) (Recorded HW and date if available)
		(3) Natural and through-bridge velocities for design and 100-year floods.
		(4) Calculated backwater for design and 100-year floods.
		(5) Direction of flow for waterway crossings.
		(6) Contours for water crossing.
		3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
		4. Foundation Studies (Show cost estimate with Function Code 110)
		The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
		5. Bridge Total Quantities and Cost Estimates (each bridge)
		6. Bridge Special Provisions and Specifications (each bridge)
		7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
		8. General Guidelines for Bridge Design
		a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**
		Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:
		• TxDOT Design Division, when applicable: - Railroad Companies - FHWA - U.S. Army Corps of Engineers - U.S. Coast Guard - Bureau of Reclamation - Texas Parks and Wildlife - Others
		Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this.
		b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.
		c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services Provided By:
ENGINEER CITY/COUNTY

8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By:
ENGINEER CITY/COUNTY

CONSTRUCTION MANAGEMENT SERVICES:

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

CONSTRUCTION MATERIAL TESTING:

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. 0 PARCELS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	CITY/COUNTY	
		1) PROJECT ADMINISTRATION
—	—	a) Negotiation of Scope of Services for Work Authorization
		i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
—	—	b) Project Presence at L&G Consultant Office Headquarters
		i) Full Project Office
		(1) No Joint Use of COUNTY or TxDOT facilities
		(2) Open during normal COUNTY and State work hours
		(3) Personnel available to answer questions
		(4) Availability of Project Files
		(5) At least one office staff member is required to be a current commissioned notary public.
—	—	c) Overhead Costs
		i) Administrative costs
—	—	d) Communication
		i) Provide monthly progress reports with invoice.
		ii) Participate in project review meetings as determined by the COUNTY.
		iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
		iv) Prepare and Mail via Certified, Return Receipt Requested method, all introduction letters for each individual parcel.
—	—	e) File Management
		i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary.
		ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
		iii) Maintain records of all payments including check number, amount, and date paid, etc.
		iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference.
		v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
—	—	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
—	—	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
—	—	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		3) APPRAISAL
___	___	a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
___	___	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, are unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
___	___	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
___	___	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
___	___	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
___	___	f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
___	___	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.
___	___	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.
___	___	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
___	___	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
___	___	a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
___	___	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
___	___	c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		5) APPRAISAL UPDATES
		a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
		b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.
		c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the COUNTY/TxDOT.
		d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
		6) NEGOTIATION, TASKS AND FEES
		a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
		b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
		c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.
		d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures, Acknowledgement of Appraisal and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
		e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
		f) Respond to property owner inquiries verbally and in writing within two business days.
		g) Prepare a separate negotiator contact report for each parcel per contact.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
___	___	i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
___	___	j) Prepare final offer letter, documents of conveyance as necessary.
___	___	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
___	___	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
___	___	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
___	___	n) The consultant shall, as part of this proposal, estimate 10% of the parcels identified on Page 37 may result in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
___	___	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
___	___	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
___	___	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
		8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).
___	___	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
___	___	b) L&G will provide advisory services to business displacements and relocate them effectively.
___	___	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
___	___	a) Pre-Hearing Support i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor, if applicable. iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developedby the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.

vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.

viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.

xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

b) Post Hearing Support (by COUNTY Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

Services Provided By:
ENGINEER CITY/COUNTY

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

___ ___ a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

___ ___ b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

___ ___ c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

___ ___ d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

___ ___ e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

___ ___ f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
ENGINEER CITY/COUNTY

11) PAYMENT SCHEDULE

a) Project Administration
   i) Payment and Milestones
      (a) Full Project Office
         (1) Lump Sum Basis (assume 1 year project presence)
         (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
         (3) Remainder paid out in equal monthly installments of 15% starting the following month.
         (4) Monthly billing to COUNTY OF HIDALGO will be required.

b) Title Services
   ii) Payment
      (a) Per Parcel basis.
   iii) Milestones
      (a) 100% upon securing initial title commitment.

c) Appraisal Services
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 100% paid upon delivery of complete and acceptable appraisal report

d) Appraisal Review
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 100% upon submission of ROW-A-10

e) Appraisal Update
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 100% upon delivery of complete and acceptable appraisal update.

f) Negotiation, Task, and Fees
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 80% upon presentation of initial offer.
      (b) 20% upon successful negotiation and all instruments are recorded.

g) Closing Service Fees
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 100% upon recordation of instrument of conveyance.

h) Relocation Assistance
   i) Payment
      (a) Per Relocation
   ii) Milestones
      (a) 100% upon issuance of 90-day vacancy letter.

i) Compensable Utilities
   i) Payment
      (a) By percent complete

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.

The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	Title Sheet
___	___	Project Layout
___	___	Sequence of Work
___	___	Detour Layouts & Profiles
___	___	Construction Pavement Markings
___	___	Signing & Barricades
___	___	Construction Sign & Beacons
___	___	Typical Sections
___	___	Shaping & Finishing Sections
___	___	Slopes Adjacent to Shoulders
___	___	Estimate & Quantities
___	___	General Notes & Specification Data
___	___	Grading Summary
___	___	Miscellaneous Summaries (See following "SUMMARIES" heading)
___	___	Horizontal Curve Data & Alignment Layouts
___	___	Drainage Summaries
___	___	Structure Summaries
___	___	Erosion Control Summary & Details
___	___	Plan/Profile Sheets
___	___	Erosion Control Summary & Details
___	___	Pavement Contours
___	___	Superelevation Transition (If Required)
___	___	Grading Contours
___	___	Guard Fence Layouts
___	___	Storm Water Pollution Prevention Plans (SW3P)
___	___	Drainage Area Maps
___	___	Hydraulic Data
___	___	Drainage Sheets
___	___	Bridge Hydrology Sheets
___	___	Inlet & Manhole Details
___	___	Utility Support Details
___	___	Culvert Cross Sections & Details
___	___	Special Culvert Designs
___	___	Special Drainage Details
___	___	Chain Link Fence Locations
___	___	Ramp Details Sheet
___	___	Removal Item Sheet - Including detours
		(Shown in detour summary, No payment for removal; subsidiary to construction detours)
___	___	Pavement Details
___	___	Pavement Standard Modification for Concrete Shoulder
___	___	Concrete Pavement Continuously Reinforced (CPCR)
___	___	Concrete Pavement Contraction Design (CPCD)
___	___	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
___	___	Bridge Approach Slab Details
___	___	Vehicle Attenuator Details
___	___	Miscellaneous Details
___	___	Wheelchair Ramps
___	___	Pavement Marking Details
___	___	Modified Standards
___	___	List of Standards
___	___	Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	Permanent Lighting Plans, Quantities & Standards
___	___	Bridge Layout(s)
___	___	Bridge Details
___	___	Retaining Wall Layout(s)
___	___	Retaining Wall Details
___	___	Pumphouse Details
___	___	Underdrain Details (Retaining Walls)
___	___	Culvert Standards
___	___	Soil Profile
___	___	Temporary Traffic Signals
___	___	Design Cross Sections
___	___	Estimate
___	___	List of Standard Specification, Special Provisions & Special Specifications
___	___	Detour Special Provisions (If Required)
___	___	Construction Time Estimate
___	___	Critical Path Method (CPM)
___	___	Unit Price Documentation
Miscellaneous		
___	___	Conduit Requirements
___	___	Traffic signal Requirements
Summaries		**(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
___	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	CITY/COUNTY	**Summaries**
		(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

EXHIBIT "C"
WORK SCHEDULE
Veterans Boulevard (SH 495) Project
From La Homa Rd. (SH 364) to Abram Rd. (2.26 Miles)

TASK AND DESCRIPTION	FIRM	2015					2016											2017											
		AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
WORK AUTHORIZATION NO. 1																													
Phase I: EA, PUBLIC INVOLVEMENT, SCHEMATIC																													
(from La Homa Rd. to Abram Rd.)																													
Pre-design Meeting with TxDOT																													
Develop Alternatives & Matrix	L&G																												
Develop & Submit Schematic	L&G						Submit Schem																						
TxDOT Review																													
Advertise & Conduct Public Meeting	L&G							Public Meeting																					
Select TPA	L&G																												
Revise & Submit Final Schematic for FHWA approval	L&G								Submit Final Schem																				
FHWA/TxDOT Review & Revisions	TxDOT																												
TxDOT Schematic Approval	TxDOT																												
FHWA Schematic Approval	FHWA																												
Process Technical Reports	TxDOT																												
Agency Coordination	TxDOT																												
Administratively Complete Document	TxDOT																												
Environmental Decision	TxDOT																												
Hydrological Map	L&G																												
Preliminary Compensable Utilities	L&G																												
WORK AUTHORIZATION NO. 2																													
Phase II: PS&E, CONSTRUCTION OVERSIGHT																													
Design Field Surveys	L&G																												
PS&E Development	L&G																												
Geotechnical Soil and Scour Reports	L&G																												
Permitted Utility Coordination	L&G																												
TxDOT Construction Inspection	TxDOT																												Sep-18
Construction Management	L&G																												Sep-18
WORK AUTHORIZATION NO. 3																													
Phase III: ROW Acquisition																													
ROW Map	L&G																												
ROW Acquisition Services	TxDOT																												Sept. 2018
Compensable Utility Management	TxDOT																												Sept. 2018
Compensable Utilities	L&G																												Sept. 2018

L&G Engineering Tasks
TxDOT Tasks

3:36 PM10/28/2015

EXHIBIT "D"
CONTRACT RATES

L & G Engineering
Transportation Consulting Engineers

Audited Overhead Rate FY 2014

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 15
Principal	$ -	$ -
Senior Project Manager	$ 70.00	$ 211.40
Engineer (V) - Senior Engineer	$ 58.00	$ 175.16
Senior Environmental Planner/Specialist	$ 49.00	$ 147.98
Engineer (III) - Project Engineer	$ 43.00	$ 129.86
Engineering Lab Manager	$ 34.00	$ 102.68
Senior Engineer Tech / Geotechnical Engineer	$ 32.00	$ 96.64
Environmental Planner/Specialist (II)	$ 30.00	$ 90.60
Project Inspector (V)	$ 28.00	$ 84.56
Record Keeper	$ 27.00	$ 81.54
Environmental Planner/Specialist (I)	$ 26.00	$ 78.52
Project Inspector (I)	$ 22.00	$ 66.44
CADD Operator / GIS Analyst	$ 22.00	$ 66.44
Admin/Clerical	$ 20.00	$ 60.40
Soil & AggregateTechnician	$ 17.00	$ 51.34
Concrete Technician	$ 17.00	$ 51.34
Asphalt Technician	$ 17.00	$ 51.34
Negotiated Overhead Rate: **169.26%** Negotiated Profit Rate: **12.00%** Multiplier: **3.02**	and profit. All rates are negotiated rates and are not subject to change or adjustment.	
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

EXHIBIT "D"
CONTRACT RATES

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING (CMT) SERVICES
Direct Expenses

Geotechnical Field Services

Mobilization (Drill Rig and Crew)	$441.66/Day
Stand-By Time	$194.18/Hr.
Texas Cone Penetration Test (Tex-132)	$5.55/Ea.
Soil Boring / Solid Stem	$31.08/Lf
Soil Boring / Hollow Stem	$31.08/Lf
Soil Boring / Mud Rotary	$31.08/LF
Mileage (Logger-Soil Tech)	$.56/Mi.
Support Truck	$1.65/Mi.
Piezometer / Monitoring Well	**By Quote**

Soil Testing

Moisture Content Determination	ASTM D2216 - Tex-103-E	$10.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$53.15/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$53.37/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$79.66/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$66.47/Ea.
Particle Size Analysis of Soils (Gradation)	ASTM D 422 - Tex-110-E	$95.76/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$66.47/Ea.
Lime Series Testing (PI Relation)	Tex-112-E	$477.96/Ea.
Lime Series Testing (pH Relation)	Tex-121-E (Part III)	$518.40/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$212.59/Ea.
Standard Proctor	ASTM D 698	$205.82/Ea.
Modified Proctor	ASTM D 1557	$212.50/Ea.
Field Density Test (Nuclear)	ASTM D 6938 - Tex-115-E	$23.91/Ea.
Determination of Soil pH	Tex-128-E	$86.40/Ea.
Soil-Lime Testing	Tex-121-E (Part I)	$159.44/Ea.
Resistivity of Soils	Tex-129-E	$96.65/Ea.
Sulfate Content of Soils	Tex-145-E	$86.40/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$232.55/Ea.
Triaxial Compression Test (Dist. Soil & Base)	Tex-117-E	$350.00/Ea.
Unconfined Compression-Soil	ASTM D 2166	$49.95/Ea.
Uniaxial Compression-Rock	ASTM D 7012	$53.27/Ea.
Consolidation Test	ASTM D 2435	$521.51/Ea.

Coarse & Fine Aggregate Quality Testing

Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$59.73/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$72.27/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve)	Tex-401-A	$85.00/Ea.
Sieve Analysis (Additional Sieves)	All Methods	$13.31/Ea.
Deleterious Material (Coarse Aggr.)	Tex-217-F (Part I)	$46.50/Ea.
Deleterious Material (Concrete Aggr.)	Tex-413-A	$46.50/Ea.
Decantation (Coarse Aggr.)	Tex-217-F (Part II)	$46.50/Ea.
Decantation Test (Fine Aggr. - Conc.)	ASTM C 117 - Tex-406-A	$46.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$72.99/Ea.
L.A. Abrasion	ASTM C131 - Tex-410-A	$564.55/Ea.
Soundness (5 Cycle Magnesium Sulfate)	ASTM C 88 - Tex-411-A	$564.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$66.47/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	$13.25/Ea.

EXHIBIT "D"
CONTRACT RATES

***(In Conjunction w/ SSD Unit Wt of Aggregates)**

Sand Equivalent	ASTM D 2419 - Tex-203-F	$72.99/Ea
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$79.67/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$46.50/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.95/Ea.
Flat & Elongated Particles (Coarse Aggr.)	Tex-280-F	$60.00/Ea.
Coarse Aggr. Ang. – Crushed Face (Coarse Aggr.)	Tex-460-A (Part I)	$80.00/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$86.40/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality

Sieve Analysis (Paving Mix Gradation)	Tex-236-F / Tex-200-F	$90.00/Ea.
Asphalt Content	Tex-236-F	$90.00/Ea.
Voids in Mineral Aggr. (VMA)	Tex-207-F	$110.00/Ea.
Boil Test (Effect of Water on Paving Mix)	Tex-530-C / Tex-531-C	$86.40/Ea.
Indirect Tensile Strength Test	Tex-226-F	$600.00/Ea.
Moisture Content (Paving Mix)	Tex-212-F (Part II)	$15.00/Ea.
Lab Molded Density	Tex-207-F	$80.00/Ea.
Hamburg Wheel Tracker	Tex-242-F	$900.00/Ea.
Field Coring – ACP Thickness	ASTM D 3549	$66.47/Ea.
Pavement Thickness Determination (Full Depth)	ASTM D 3549	$88.45/Ea.
Density of Asphaltic Cores (4 or 6 inch) (Set of 2)	Tex-207-F	$73.04/Ea.
In-Place Air Voids	Tex-207-F	$25.00/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$90.00/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$232.48/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (Part IV)	$39.86/Ea.
Segregation Profile	Tex-207-F (Part V)	$300.00/Ea.
Joint Density	Tex-207-F (Part VII)	$300.00/Ea.
Tack Coat Adhesion	Tex-243-F	$100.00/Ea.
Thermal Profile	Tex-244-F	$175.00/Ea.
Ride Quality	Tex-1001-S	**By Quote**

Pavement Investigation (All Inclusive – QA Verification Field Sample) ~
Includes Core Existing Asphalt for Thickness, Perform Caliche Base Thickness,
Sieve Analysis & Plasticity Index, Stabilized Subgrade Thickness & Plasticity Index $498.08/Ea.

Concrete/Masonry Field & Laboratory Testing

Temperature Test (Fresh Mix Conc.)	Tex-422-A	No Charge
Slump Test	ASTM C 143 - Tex-415-A	No Charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$23.86/Ea.
Air Content (Volumetric)	ASTM C 173	$26.56/Ea.
Casting of Concrete Cylinders	ASTM C 31 - Tex-447-A	No Charge
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192 - Tex-447-A	$12.00/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.92/Ea.
Casting of Grout Prisms	ASTM C 1019	No Charge
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$33.23/Ea.
Casting of Mortar Cubes	ASTM C 780	No Charge
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$32.48/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$232.41/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$232.41/Ea.

***(In Conjunction w/ Field Inspection)**

EXHIBIT "D"
CONTRACT RATES

Miscellaneous Testing

Drilled Shaft Slurry Density	Tex-130-E (Part II)	$25.00/Ea.
Drilled Shaft Slurry Sand Content	Tex-130-E (Part III)	$20.00/Ea.
Drilled Shaft Slurry Viscosity	Tex-130-E (Part IV)	$25.00/Ea.

CMT Engineering Review, Evaluation, Management & Administration

Test Report…….$23.59/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…… .56/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

EXHIBIT "D-1"
VETERANS BOULEVARD PROJECT (SH 495 EXTENSION)
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT:	VETERANS BOULEVARD (SH 495 Extension)
LIMITS:	from Abram Road to La Homa Road
EXISTING ROADWAY SECTION:	40-ft Rural
EXISTING ROW WIDTH:	70' to 85' Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban w/o Shoulders
PROPOSED ROW WIDTH:	80-FT
ESTIMATED CONSTRUCTION COST ...(ROADWAY ONLY).....	**$10,350,000.00**
LENGTH FOR 4-LANE ROADWAY ...(SECTION II)	2.3 Miles

ESTIMATED PROJECT COSTS	*ESTIMATED % LOCAL COST*	*TOTAL ESTIMATED PROJECT COST*	*ESTIMATED LOCAL COST*
WORK AUTHORIZATION NO. 1			
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN			
Environmental Document with TxDOT **(18 months)**	100%	$ 149,850.00	$ 149,850.00
Public Involvement for the project with stakeholders and 1 Public Meeting (3 Months)	100%	$ 41,625.00	$ 41,625.00
Archeological and Historical Research	100%	$ 65,000.00	$ 65,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 31,500.00	$ 31,500.00
Schematic for Roadway	100%	$ 149,040.00	$ 149,040.00
Hydrological Map for Outfall Drain Ditch	100%	$ 66,000.00	$ 66,000.00
Schematics for Outfall Ditches	100%	$ 99,000.00	$ 99,000.00
Schematic Design fo r Siphon with Steel Pipe Bypass for Irrig Dist.	100%	$ 33,000.00	$ 33,000.00
Estimated Environmental Document Review Charges by TxDOT	100%	$ 80,000.00	$ 80,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%	$ 42,000.00	$ 42,000.00
Preliminary Compensable Utilities Identification on Schematic	100%	$ 54,000.00	$ 54,000.00
Update Schematic based on comments as provide by TxDOT/FHWA	100%	$ 48,000.00	$ 48,000.00
Engineering Technical Support at Public Hearing with Layouts etc	100%	$ 22,500.00	$ 22,500.00
Public Involvement for 1 Public Hearing	100%	$ 41,625.00	$ 41,625.00
SUB-TOTAL		**$ 923,140.00**	**$ 923,140.00**
WORK AUTHORIZATION NO. 2 - PRELIMINARY ESTIMATE			
PHASE II - PS&E and CONSTRUCTION OVERSIGHT			
Field Surveys for Design and Construction	100%	$ 110,400.00	$ 110,400.00
PS&E Development Roadway (7% Engineering Fee)	100%	$ 724,500.00	$ 724,500.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	$ 66,000.00	$ 66,000.00
Permitted Utilities Coordination to adjust	100%	$ 100,800.00	$ 100,800.00
ROADWAY CONSTRUCTION COST (100% STATE/FED)	0%	$ 10,350,000.00	$ -
TxDOT Construction Inspection (11%) (100% STATE/FED)	0%	$ 1,138,500.00	$ -
Eng Consultant Construction Management (18 Months)	100%	$ 189,000.00	$ 189,000.00
SUB-TOTAL		**$ 12,679,200.00**	**$ 1,190,700.00**
WORK AUTHORIZATION NO. 3 - PRELIMINARY ESTIMATE			
PHASE III - ROW Acquisition			
Complete ROW Map (Estimated 66 Parcels)	100%	$ 257,400.00	$ 257,400.00
Right-of-Way Costs - Acq.Services @ (est. 66 Parcels @ $13,800/Parcel Avg.)	100%	$ 910,800.00	$ 910,800.00
Right-of-Way Costs - High Pressure Gasline Adjustment (80/20)	20%	$ 250,000.00	$ 50,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 162,000.00	$ 162,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 2.8 Ac. @ $6.5/ sq ft) (80/20)	20%	$ 789,360.00	$ 157,872.00
COMPENSABLE UTILITY (Water, Sewer, Telephone, Electricity, etc.) (80/20)	20%	$ 260,000.00	$ 52,000.00
SUB-TOTAL		**$ 2,629,560.00**	**$ 1,590,072.00**
ESTIMATED TOTAL		**$ 16,231,900.00**	**$ 3,703,912.00**

Work Authorization No. 1 (Phase I)	FY 15	$ 843,140.00	NOT ISSUED
Work Authorization No. 2 (Phase II)	FY 16	$ 1,190,700.00	NOT ISSUED
Work Authorization No. 3 (Phase III)	FY 16	$ 1,380,200.00	NOT ISSUED

TOTAL ESTIMATED COUNTY COST: $ 3,703,912.00 23%

COMBINED TOTAL ESTIMATED PROJECT COST: $ 16,231,900.00

ESTIMATED LPA (LOCAL PUBLIC AGENCY) COSTS NOT INCLUDED IN WORK AUTH.: $ 289,872.00

Revised/Approved by Project Manager on: 10/28/2015

EXHIBIT "E"

Sample Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

Work Authorization Form

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____

_____

____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

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" Fee Schedule.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ 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**.

SAMPLE

EXHIBIT "E"

Sample Work Authorization

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No. ___**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
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

LIST OF ATTACHMENTS

Location Map
Exhibit A – Services to be Provided by the Owner
Exhibit B – Services to be Provided by the Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".
WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2013 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to
_____
_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

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 _____, 2015.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

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.

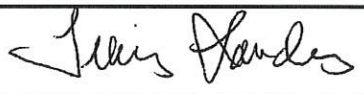
CERTIFICATE HOLDER

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>

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EXHIBIT "F"

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RUBY CASAS INSURANCE AGENCY
702 N Closner Blvd
Edinburg, TX 78541

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 383-8141 FAX (A/C, No): (956) 278-3246
E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com

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:	

INSURED
L&G CONSULTING ENGINEERS, INC
DBA L&G ENGINEERING
2100 W EXPRESSWAY 83
MERCEDES, TX 78570

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						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-161-11-17
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G Consulting Engineers, Inc.** *d/b/a* **L&G Engineering**, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the preparation for the Environmental Assessment, Public Involvement, Schematic and Hydrologic Design for the Veterans Boulevard (SH 495) project from Abram Road to La Homa Road (FM 364).

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 **$843,140.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" – Estimated Man-hour Breakdown.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, as identified on ***EXHIBIT "C" - Work Schedule.***

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 1.

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 _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

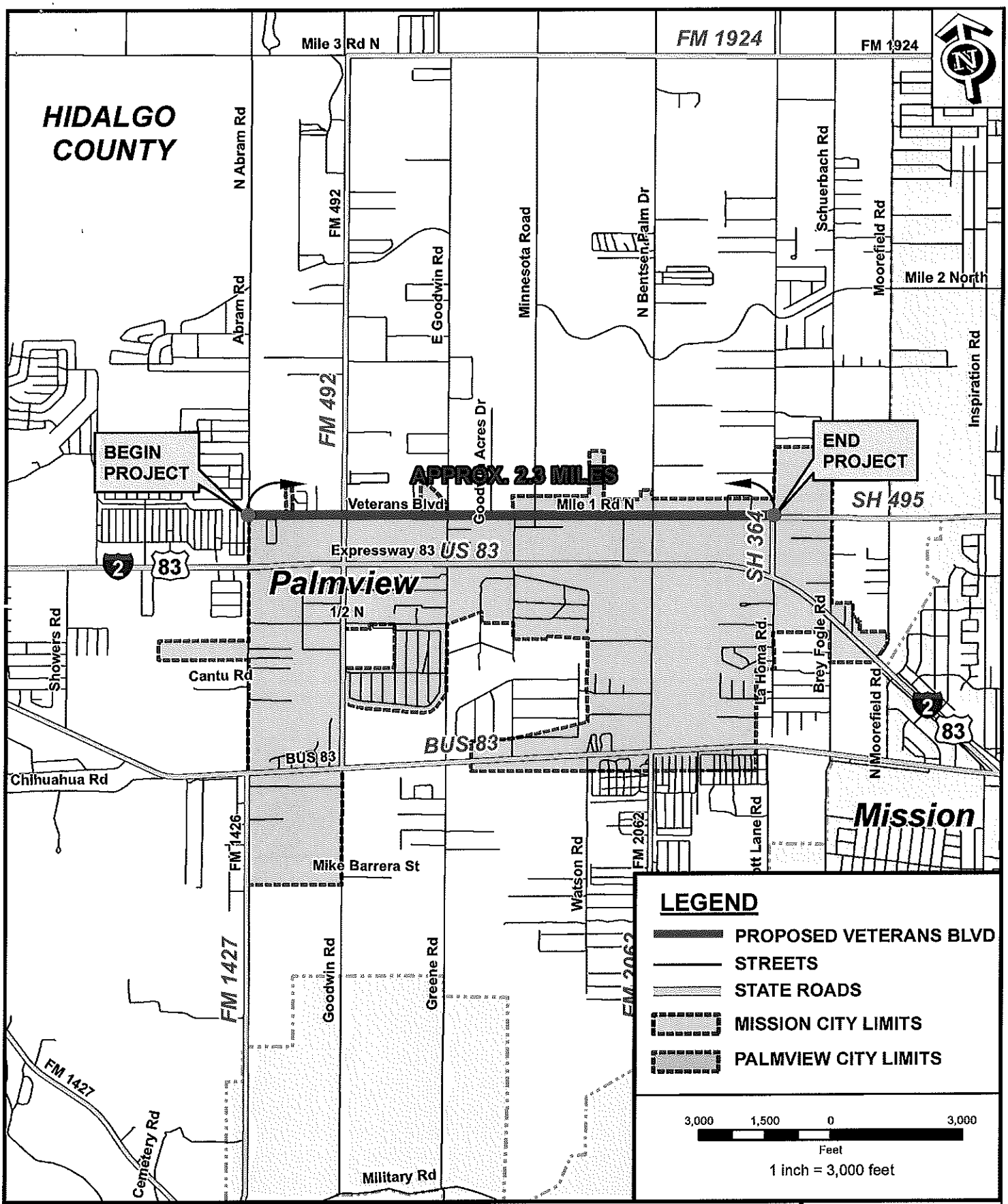
_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Location Map
Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Engineer
Exhibit C - Work Schedule
Exhibit D-1 - Estimated Man-hour Breakdown



L&G Engineering
Highway/Civil • Structural/Bridge
Environmental • Geotechnical
Construction Material Testing
Right-of-Way Acquisition Provider Services

2100 W. Expressway 83
Mercedes, TX 78570
Phone: (956) 565-5813
Fax: (956) 565-9018
Toll Free: (888) 565-9813

900 S. Stewart Rd., Ste B
Mission, TX 78572
Phone: (956) 565-1909
Fax: (956) 565-1927
Toll Free: (866) 565-1909

VETERANS BLVD (SH 495) LOCATION MAP

FROM ABRAM RD TO LA HOMA (SH 364) APPROX. 2.3 MILES

CITY OF PALMVIEW
TEXAS

Document Path: G:\GIS \PROJECTS\HIDALGO\VETERANS ROAD (MILE 1) FROM LA HOMA TO ABRAM - BUS 83\VETERANS ROAD LOCATION ,MAP.mxd

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1-PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY:	HIDALGO COUNTY
CONTROL:	0865-01-082
PROJECT/DESCRIPTION:	PROPOSED URBAN ROADWAY
LENGTH:	2.3 MILES
HIGHWAY:	VETERANS BOULEVARD (SH 495)
LIMITS:	FROM ABRAM RD TO LA HOMA RD (SH 364)

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- _X_ Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

SURVEYOR shall mean _____.

STATE shall mean Texas Department of Transportation and/or City of Palmview.

COUNTY shall mean the Hidalgo County.

CITY shall mean the Palmview.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 2 – FEASIBILITY STUDIES
(Function Code 102)

Services Provided By: ENGINEER	CITY/COUNTY	
YES	NO	Preliminary Design Values *The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.*
YES	NO	Preliminary Route Locations on Uncontrolled Mapping *The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.*
YES	NO	Uncontrolled Mapping (w/Contours & GIS Info) *The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.*
YES	NO	Preliminary Traffic Evaluations & Trends *The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.*
YES	NO	Preliminary Hydrologic Map *The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.*
YES	NO	Preliminary ROW Requirements *The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.*
YES	NO	Preliminary Cost Estimates *The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.*
YES	NO	Preliminary Environmental Analysis (for fatal flaws) *The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.*
YES	NO	Project Fact Sheet with Est. Local Cost vs. Total Project Cost *The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.*
YES	NO	Meetings, Coordination & Support for Project Development *The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.*

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	CITY/COUNTY		
YES	NO	1.	Route Location Studies
N/A	N/A	2.	Level of Service Analysis
YES	NO	3.	Traffic Evaluations and Projections
YES	NO	4.	Develop Roadway Design Criteria
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
N/A	N/A		a. Pavement (See Section 7, pages 7-2 thru 7-3 for requirements)
N/A	N/A		b. Retaining Walls (See Section 10, page 10-1 for requirements)
N/A	N/A		c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)
N/A	N/A		d. Bridges (See Section 11, page 11-2 thru 11-3 for requirements)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 4 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

Services Provided By: ENGINEER	CITY/COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
N/A	N/A	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	NO	(2) An Environmental Assessment shall be prepared in accordance with 23 USC 327 and the 2014 TxDOT-FHWA Memorandum of Understanding, anticipating a Finding of No Significant Impact.
N/A	N/A	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
N/A	N/A	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
N/A	N/A	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
YES	NO	a. A public involvement meeting(s) and public hearing shall be scheduled, coordinated and conducted.
YES	NO	b. Technical assistance for one public meeting and one public hearing, preparation of, and maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
YES	NO	c. A Notice of Availability (NOA) shall be published by the COUNTY upon approval of the environmental decision.
		3. Technical Reports All technical reports shall be prepared in accordance with TxDOT's environmental rules and guidelines.
YES	NO	a. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis shall be provided as a Technical Report and a summary of the air quality results included in the administratively complete document for the project.
YES	NO	b. Biological Technical Report A biological form and technical report shall be prepared in accordance with the STATE'S Biological Guidelines. The report will include water resources, and threatened and endangered species.
		c. Cultural Resources Historical and archeological studies shall be completed in accordance with the STATE'S guidelines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
YES	NO	(1) Historic Structure Studies A records search, project coordination request, and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
YES	NO	(2) Archeological Studies File searches, project coordination request, an archeological reconnaissance, and an archeological survey shall be conducted to determine if known archeological sites are present or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
YES	NO	d. Community Impact Analysis A community impact analysis shall be prepared in accordance with the STATE'S Community Impact Guidelines.
YES	NO	e. Hazardous Materials The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process) and a Hazardous Materials Technical Report, as needed.
YES	NO	f. Indirect and Cumulative Impacts Analysis An indirect and cumulative impacts analysis shall be prepared in accordance with the STATE's guidelines.
YES	NO	g. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis shall be provided as a Technical Report and a summary of the noise analysis results shall be included in the administratively complete document.
YES	NO	4. Environmental Scoping The ENGINEER shall initiate the environmental scoping process with TxDOT. An environmental scoping document and risk assessment will be completed in coordination with TxDOT.
YES	NO	5. General Guidelines for Preparation of Environmental Documents

a. All technical reports will be submitted electronically to TxDOT through their FTP site.
b. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
c. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
d. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
e. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client. All copies to TxDOT will be digital.
f. Exhibits in the environmental document shall be color copies and text shall be black and white.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
YES	N/A	a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
YES	N/A	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	N/A	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
YES	N/A	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
N/A	N/A	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
NO	N/A	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
NO	N/A	b. Typical Sections
NO	N/A	c. Design Cross Sections
NO	N/A	d. Determine Cut and Fill Quantities
N/A	N/A	e. Slope Stability Analysis
N/A	N/A	f. Embankment Foundation Stability Analysis
N/A	N/A	g. Embankment Settlement Analysis
		5. Pavement Design
NO	N/A	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
NO	N/A	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
N/A	N/A	(a) Along center line
N/A	N/A	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
NO	N/A	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	N/A	d. Traffic Data for Pavement Design by STATE
NO	N/A	e. Basic Design Criteria
NO	N/A	f. Life Cycle Cost Analysis(es)
NO	N/A	g. Cost Data
NO	N/A	h. Pavement Material Properties
NO	N/A	i. Rehabilitation Investigations
NO	N/A	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 8 - DRAINAGE
(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
YES	NO	a. Hydrologic map showing drainage areas, contours and drainage Q's.
NO	N/A	b. Drainage area maps showing existing conditions and proposed improvements.
NO	N/A	c. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
NO	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
NO	N/A	(2) Storm water detention required outside the ROW (as per HCDD#1)
NO	N/A	(3) Culverts
NO	N/A	(4) Bridge waterways
NO	N/A	(5) Channels
NO	N/A	(6) Storm sewers/inlets
NO	N/A	(7) Pump stations
NO	N/A	(8) Storm Water Management facilities
NO	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	N/A	b. Hydraulic report(s)
NO	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
NO	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
NO	N/A	(1) New culverts
NO	N/A	(2) Culvert widening and/or lengthening
NO	N/A	(3) Culvert replacements
		b. Storm sewers
NO	N/A	(1) New storm sewers
NO	N/A	(2) Modify existing storm sewers
NO	N/A	(3) Inlets
NO	N/A	(4) Manholes
NO	N/A	(5) Trunk lines
NO	N/A	c. Pump stations
NO	N/A	d. Subsurface drainage at retaining walls
NO	N/A	e. Outfall channel(s) within the ROW
NO	N/A	f. Outfall channel(s) outside the ROW
NO	N/A	g. Detention Pond(s) within the ROW
NO	N/A	h. Detention Pond(s) outside the ROW
NO	N/A	i. Summary of Quantities
NO	N/A	j. Storm Water Management facilities
NO	N/A	4. Storm Water Pollution Prevention Plan (SW3P)
NO	N/A	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

EXHIBIT "C"
WORK SCHEDULE
Veterans Boulevard (SH 495) Project
From La Homa Rd. (SH 364) to Abram Rd. (2.26 Miles)

TASK AND DESCRIPTION	FIRM	2015					2016											2017											
		AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
WORK AUTHORIZATION NO. 1																													
Phase I: EA, PUBLIC INVOLVEMENT, SCHEMATIC (from La Homa Rd. to Abram Rd.)																													
Pre-design Meeting with TxDOT																													
Develop Alternatives & Matrix	L&G																												
Develop & Submit Schematic	L&G						Submit Schem																						
TxDOT Review																													
Advertise & Conduct Public Meeting	L&G							Public Meeting																					
Select TPA	L&G																												
Revise & Submit Final Schematic for FHWA approval	L&G								Submit Final Schem																				
FHWA/TxDOT Review & Revisions	TxDOT																												
TxDOT Schematic Approval	TxDOT																												
FHWA Schematic Approval	FHWA																												
Process Technical Reports	TxDOT																												
Agency Coordination	TxDOT																												
Administratively Complete Document	TxDOT																												
Environmental Decision	TxDOT																												
Hydrological Map	L&G																												
Preliminary Compensable Utilities	L&G																												
WORK AUTHORIZATION NO. 2																													
Phase II: PS&E, CONSTRUCTION OVERSIGHT																													
Design Field Surveys	L&G																												
PS&E Development	L&G																												
Geotechnical Soil and Scour Reports	L&G																												
Permitted Utility Coordination	L&G																												
TxDOT Construction Inspection	TxDOT																												Sep-18
Construction Management	L&G																												Sep-18
WORK AUTHORIZATION NO. 3																													
Phase III: ROW Acquisition																													
ROW Map	L&G																												
ROW Acquisition Services	TxDOT																												Sept. 2018
Compensable Utility Management	TxDOT																												Sept. 2018
Compensable Utilities	L&G																												Sept. 2018

L&G Engineering Tasks
TxDOT Tasks

3:36 PM10/28/2015

EXHIBIT D-1

Task 1: Project Coordination Request, Archeological Background Study Report, and NEPA Text

A) AmaTerra shall prepare a Non-Archeological Historic Resources Project Coordination Request (December 2013 version) for review and comment by TxDOT-ENV.

B) AmaTerra will review the existing files held by the Texas Archeological Research Laboratory (TARL) and the Texas Historical Commission (THC) to determine if any previously recorded sites or archeological surveys occur within or near the proposed project area. The location of any previously recorded sites and surveys will be plotted onto USGS 7.5-minute topographic maps for use in the compliance coordination process. Archeologists will also consult the USDA NRCS soil survey maps for Hidalgo County, relevant aerial photography, historical maps, land use maps, and the Geologic Atlas of Texas in order to assess the likelihood for unrecorded archeological resources and make recommendations regarding the need for further field surveys. The results of this effort will be integrated into a background study report that conforms to TxDOT's *Review Standards for Archeological Background Studies* for review and comment by TxDOT-ENV.

C) AmaTerra shall provide Client with language for the Cultural Resources section of the draft NEPA document.

Task 2: Historic Resources Research Design, Field Investigation, and Survey Report

A) AmaTerra shall prepare a research design for review and comment by TxDOT-ENV. The research design shall conform to the TxDOT *Research Design Reports Review Standard* (March 2014 version).

B) AmaTerra shall perform a reconnaissance survey conforming to the methodology outlined in Appendix B of the *Draft CRM Guide for Accurately Identifying Non-Archeological Cultural Resources* (Texas Department of Transportation, April 2006). The survey shall document each historic-age resource (defined by TxDOT as a building, structure, object, historic district or non-archeological site at least 45 years old at the time of letting) within the Study Area. The Study Area shall consist of the Area of Potential Effects (APE) plus all parcels that are wholly or partially within the APE.

C) AmaTerra shall provide a report detailing the results and findings of the reconnaissance survey including effects to historic properties and the need, if any, to conduct intensive survey efforts. The report shall have sufficient detail and clarity to provide THC with the basis for making determinations of National Register of Historic Places (NRHP) eligibility or shall have sufficient detail and clarity to make recommendations concerning the scope of the intensive survey. The report shall conform to the TxDOT *Reconnaissance Survey Reports Review Standard* (March 2014 version).

Task 3: Archeological Field Survey and Survey Report

Should an archeological survey be warranted, AmaTerra will develop an application for a Texas Antiquities Permit and submit it to TxDOT-ENV for review and processing. Upon issuance of the permit, AmaTerra will conduct a field survey. AmaTerra will deploy a team of archeologists to conduct a pedestrian survey including shovel testing along the entire length of the proposed APE. AmaTerra will follow the THC requirement of 16 shovel tests per mile per transect; up to 37 shovel tests would be excavated over the approximately 2.3 miles of the APE wherever potential for archeological materials is present. All excavated soil will be screened through ¼ inch mesh and all artifacts will be analyzed in the field and reburied; no artifacts will be collected. Sites (if any are discovered) will be delineated by digging additional manual shovel tests and their locations will be documented by sub-meter GPS. Sites will be recorded on State of Texas archeological data sheets, photographed and sketch mapped. Backhoe trenching is not anticipated as part of this scope of work.

AmaTerra will prepare a professional report documenting the results of the fieldwork. The report will fully document all methods and results of the survey and will offer clear assessments of NRHP/SAL eligibility for all sites. The report will present explicit management recommendations for each site. The draft report will be presented in electronic format to L&G for review and comment and upon approval will be submitted in hard copy for submission to TxDOT. Upon receipt of review comments, AmaTerra will prepare the final report and distribute these in compliance with the terms of the permit.

SCHEDULE

To be determined in consultation with Client.

ASSUMPTIONS AND CONDITIONS

1. Client will provide one individual to assist AmaTerra with the historic resources field survey.
1. If archeological survey is required following background study, AmaTerra assumes one field mobilization to conduct the work. Repeated field visits necessitated by partial right of entry may be considered supplemental to the currently proposed scope.
2. Backhoe trenching will not be included in the archeological field survey.
3. If TxDOT does not require cultural resources work beyond Task 1, AmaTerra shall only invoice Client for the work listed in the Schedule of Values shown below.

COMPENSATION

Client will compensate AmaTerra on a firm fixed price (lump sum) basis in accordance with the Schedule of Values shown below.

Schedule of Values	
Veterans Boulevard: Abram Road to SH 364 (La Homa Road)	
TASK	
1: Historical and Archeological Project Coordination Request/Draft NEPA Text	$ 3,861.40
2: Historic Resources Research Design, Reconnaissance Survey and Report	$ 12,472.50
3: Archeological Survey and Report	$ 12,009.30
TOTAL	**$ 28,343.20**

EXHIBIT D-1

ESTIMATED MAN-HOUR BREAKDOWN

VETERANS BOULEVARD PROJECT
(from Abram Road to La Homa Road (SH 364))

		MANHOURS									
		Senior Project Manager	Senior Engineer	Senior Environmental Scientist /Specialist	Project Engineer	Senior Engineer Tech	CADD Operator / GIS Analyst	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
CONTRACT RATE		218.04	180.66	152.63	133.94	93.45	68.53	62.30			
WORK AUTHORIZATION NO. 1											
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, HYDROLOGIC DESIGN											
1	Environmental Assessment with TxDOT	100		460	300		84	191	1135		$ 149,850.00
2	Public Involvement with stakeholders and 1 Public Meeting	60		84	82		61	9	296		$ 41,625.00
3	Archeological and Historical Research (See Page 2 & 3 of 3 for Sub Cost)	60		90	44	15	19	20	248	$ 28,343.20	$ 36,656.80
4	Engineering Technical Support at Public Meetings with Layouts, etc.	40		61	59		64	19	243		$ 31,500.00
5	Schematic for Roadway	100	100	38	322	400	300	37	1297		$ 149,040.00
6	Hydrological Map for Outfall Drain Ditch	20	45	22	160	195	146	8	596		$ 66,000.00
7	Schematics for Outfall Ditches	82	100	39	191	220	160		792		$ 99,000.00
8	Schematic Design for Siphon with Steel Pipe Bypass for Irrigation District	60	20	10	46	59	39	7	241		$ 33,000.00
9	Office Surveys for Schematic	40	20	14	100	82	89	6	351		$ 42,000.00
10	Preliminary Compensable Utility Identification on Schematic	30	20	10	119	161	160	6	506		$ 54,000.00
11	Update Schematic based on comments as provided by TxDOT/FHWA	20	10	6	102	169	160	8	475		$ 48,000.00
12	Engineering Technical Support at Public Hearing with Layouts, etc.	20	20	51	33		33	1	158		$ 22,500.00
13	Public Involvement for 1 Public Hearing	60	20	80	60		62	7	289		$ 41,625.00
SUB-TOTAL		**692**	**355**	**965**	**1618**	**1301**	**1377**	**319**	**6627**	**$ 28,343.20**	**$ 814,796.80**

Sub-Total Manhours Fee with Subconsultant Fee:	$ 843,140.00
TOTAL PROJECT FEE:	**$ 843,140.00**

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF PALMVIEW, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO VETERANS BOULEVARD (SH 495) FROM ABRAM ROAD EAST TO LA HOMA ROAD

THIS agreement is made on this the 17th day of March, 2015 by and between the CITY OF PALMVIEW,TEXAS, hereinafter referred to as the "City" and the COUNTY OF HIDALGO, Texas hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the County is a county in the State of Texas;

WHEREAS, the City and County desire to cooperate in making needed transportation improvements to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road as outlined in Exhibit A; and

WHEREAS, the City and County agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of adding capacity for increased safety; and

WHEREAS, the County will be the fiduciary agent for this project and assume the role of project development lead;

WHEREAS, the County desires to proceed with the Engineering, Public Involvement, Environmental, Schematics, of the Road (the Phase I");

WHEREAS, at this time the County desires to complete Phase I of the project development, which includes the Engineering, Public Involvement, Environmental, Schematics services for this project;

WHEREAS, the City and County will cooperatively seek to fund the construction and ROW costs of this project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT;

WHEREAS, the total Phase I project development cost is estimated to be $923,140.00 of which the County will contribute an estimated amount of $461,570.00;

WHEREAS, the City desires to cooperate by contributing a total sum not to exceed the amount of $461,570.00 to the County toward the project development activities;

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City agrees to support the proposition that the County assumes the role of project sponsor to develop the Phase I of the project development, which includes the Engineering, Public Involvement, Environmental, Schematics services of the Road project within the City limits.

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County agrees to complete Phase I of the project development, which includes the Engineering, Environmental Assessment, Public Involvement & Schematic services more particularly described in that portion of Exhibit B attached hereto and made a part hereof for all purposes that relates to said Phase I.

2. The road at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.

3. The City shall pay County as its contribution for Phase I of the Project the sum of $461,570.00 at time of execution of this Agreement.

4. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits

5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

6. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of 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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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 of 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 agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein.

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

If to City:	City of Palmview Attention: Gerardo Perez, Mayor 400 W. Veterans Blvd. Mission, Texas 78572
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, Hidalgo County Judge 302 W. University Drive Edinburg, Texas 78539
With copy to:	Joe Flores, Commissioner, Precinct No. 3 724 N. Breyfogle Mission, Texas 78572

11. 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.

12. 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.

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

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 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 the City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.

18. Governmental Purpose. Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

CITY OF PALMVIEW

By: _____
Gerardo Perez, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 3/17/15

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road, a section which is within the City limits of City through an Interlocal Cooperation Agreement to be entered into with the City of Palmview, Texas, and Hidalgo County.

By vote on March 17, 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 3/17/15

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT OF
INTERLOCAL COOPERATION ACKNOWLEDGMENT
PROJECT

In accordance with Texas Government Code §791.011, Hidalgo County, Texas acting by and through the Hidalgo County Commissioners Court has been advised of a proposed project regarding certain road improvements (S. I. 436) known as Abram Road East to be Home Road, a section which is within the City limits of City through an Interlocal Cooperation Agreement to be entered into with the City of Palmview, Texas and Hidalgo County.

By vote on [redacted] 2016, the Hidalgo County Commissioners Court has approved the Project identified above.

[redacted]
By: Ramon Garcia, County Judge

ATTEST: [redacted]
County Clerk

ATLAS, HALL & RODRIGUEZ, LLP

By: [redacted]
Eugene L. Cox

EXHIBIT "B"
VETERANS BOULEVARD PROJECT (SH 495 EXTENSION)
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

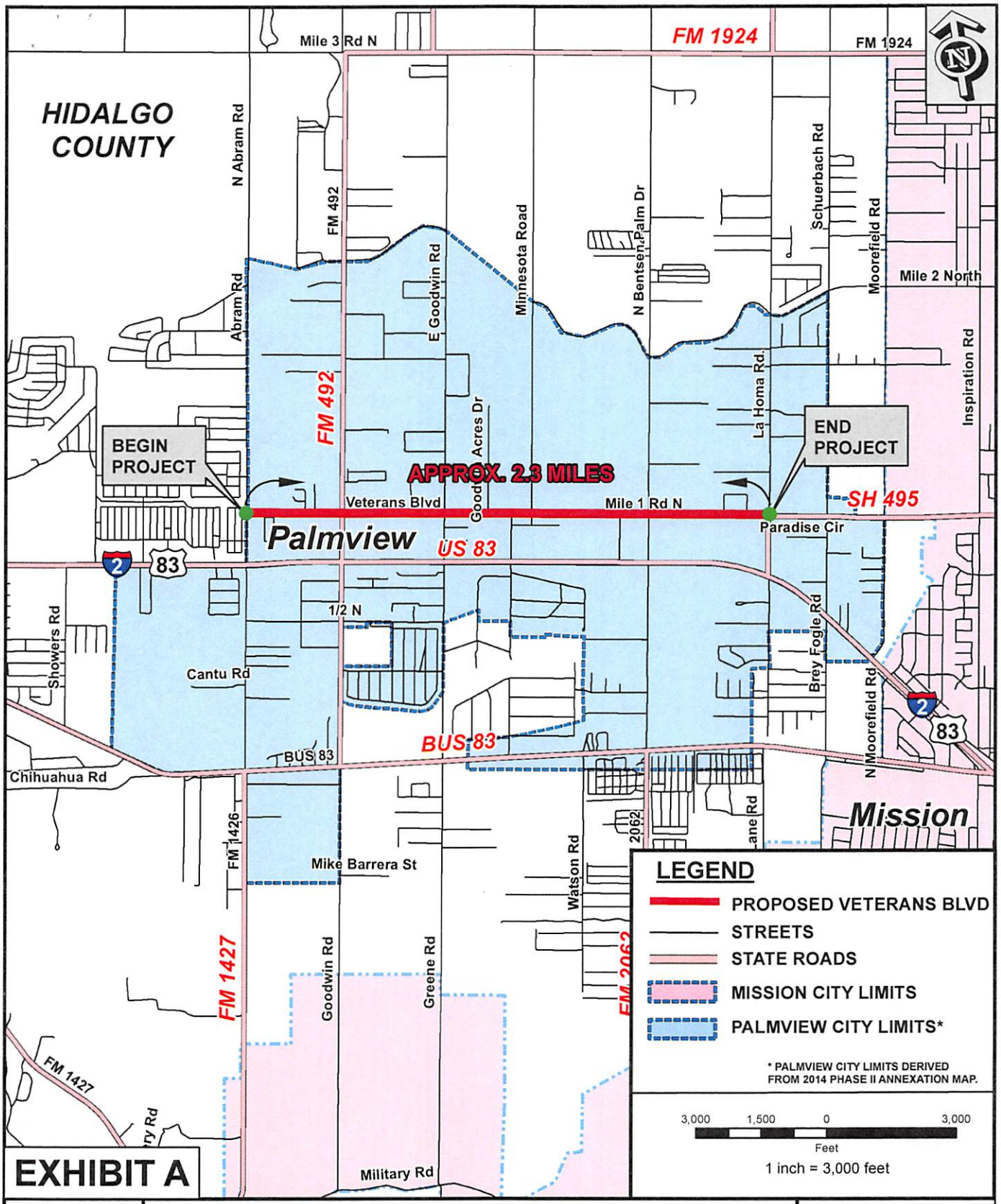
ROADWAY PROJECT:	VETERANS BOULEVARD (SH 495 Extension)
LIMITS:	from Abram Road to La Homa Road
EXISTING ROADWAY SECTION:	40-ft Rural
EXISTING ROW WIDTH:	70' to 85' Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban w/o Shoulders
PROPOSED ROW WIDTH:	80-FT
ESTIMATED CONSTRUCTION COST ...(ROADWAY ONLY).....	**$10,350,000.00**
LENGTH FOR 4-LANE ROADWAY ...(SECTION II)	2.3 Miles

ESTIMATED PROJECT COSTS	*ESTIMATED % LOCAL COST*	*TOTAL ESTIMATED PROJECT COST*	*ESTIMATED LOCAL COST*
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN			
Environmental Document with TxDOT **(18 months)**	100%	$ 149,850.00	$ 149,850.00
Public Involvement for the project with stakeholders and 1 Public Meeting (3 Months)	100%	$ 41,625.00	$ 41,625.00
Archeological and Historical Research	100%	$ 65,000.00	$ 65,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 31,500.00	$ 31,500.00
Schematic for Roadway	100%	$ 149,040.00	$ 149,040.00
Hydrological Map for Outfall Drain Ditch	100%	$ 66,000.00	$ 66,000.00
Schematics for Outfall Ditches	100%	$ 99,000.00	$ 99,000.00
Schematic Design fo r Siphon with Steel Pipe Bypass for Irrig Dist.	100%	$ 33,000.00	$ 33,000.00
Estimated Environmental Document Review Charges by TxDOT	100%	$ 80,000.00	$ 80,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%	$ 42,000.00	$ 42,000.00
Preliminary Compensable Utilities Identification on Schematic	100%	$ 54,000.00	$ 54,000.00
Update Schematic based on comments as provide by TxDOT/FHWA	100%	$ 48,000.00	$ 48,000.00
Engineering Technical Support at Public Hearing with Layouts etc	100%	$ 22,500.00	$ 22,500.00
Public Involvement for 1 Public Hearing	100%	$ 41,625.00	$ 41,625.00
SUB-TOTAL		**$ 923,140.00**	**$ 923,140.00**

PHASE II & III FOR INFORMATION PURPOSES ONLY

PHASE II - PS&E and CONSTRUCTION OVERSIGHT			
Field Surveys for Design and Construction	100%	$ 110,400.00	$ 110,400.00
PS&E Development Roadway (7% Engineering Fee)	100%	$ 724,500.00	$ 724,500.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	$ 66,000.00	$ 66,000.00
Permitted Utilities Coordination to adjust	100%	$ 100,800.00	$ 100,800.00
ROADWAY CONSTRUCTION COST (100% STATE/FED)	0%	$ 10,350,000.00	$ -
TxDOT Construction Inspection (11%) (100% STATE/FED)	0%	$ 1,138,500.00	$ -
Eng Consultant Construction Management (18 Months)	100%	$ 189,000.00	$ 189,000.00
SUB-TOTAL		**$ 12,679,200.00**	**$ 1,190,700.00**
PHASE III - ROW ACQUISITION			
Complete ROW Map (Estimated 66 Parcels)	100%	$ 257,400.00	$ 257,400.00
Right-of-Way Costs - Acq.Services @ (est. 66 Parcels @ $13,800/Parcel Avg.)	100%	$ 910,800.00	$ 910,800.00
Right-of-Way Costs - High Pressure Gasline Adjustment (80/20)	20%	$ 250,000.00	$ 50,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 162,000.00	$ 162,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 2.8 Ac. @ $6.5/ sq ft) (80/20)	20%	$ 789,360.00	$ 157,872.00
COMPENSABLE UTILITY (Water, Sewer, Telephone, Electricity, etc.) (80/20)	20%	$ 260,000.00	$ 52,000.00
SUB-TOTAL		**$ 2,629,560.00**	**$ 1,590,072.00**
ESTIMATED TOTAL		**$ 16,231,900.00**	**$ 3,703,912.00**

TOTAL ESTIMATED PROJECT COST: $ 16,231,900.00



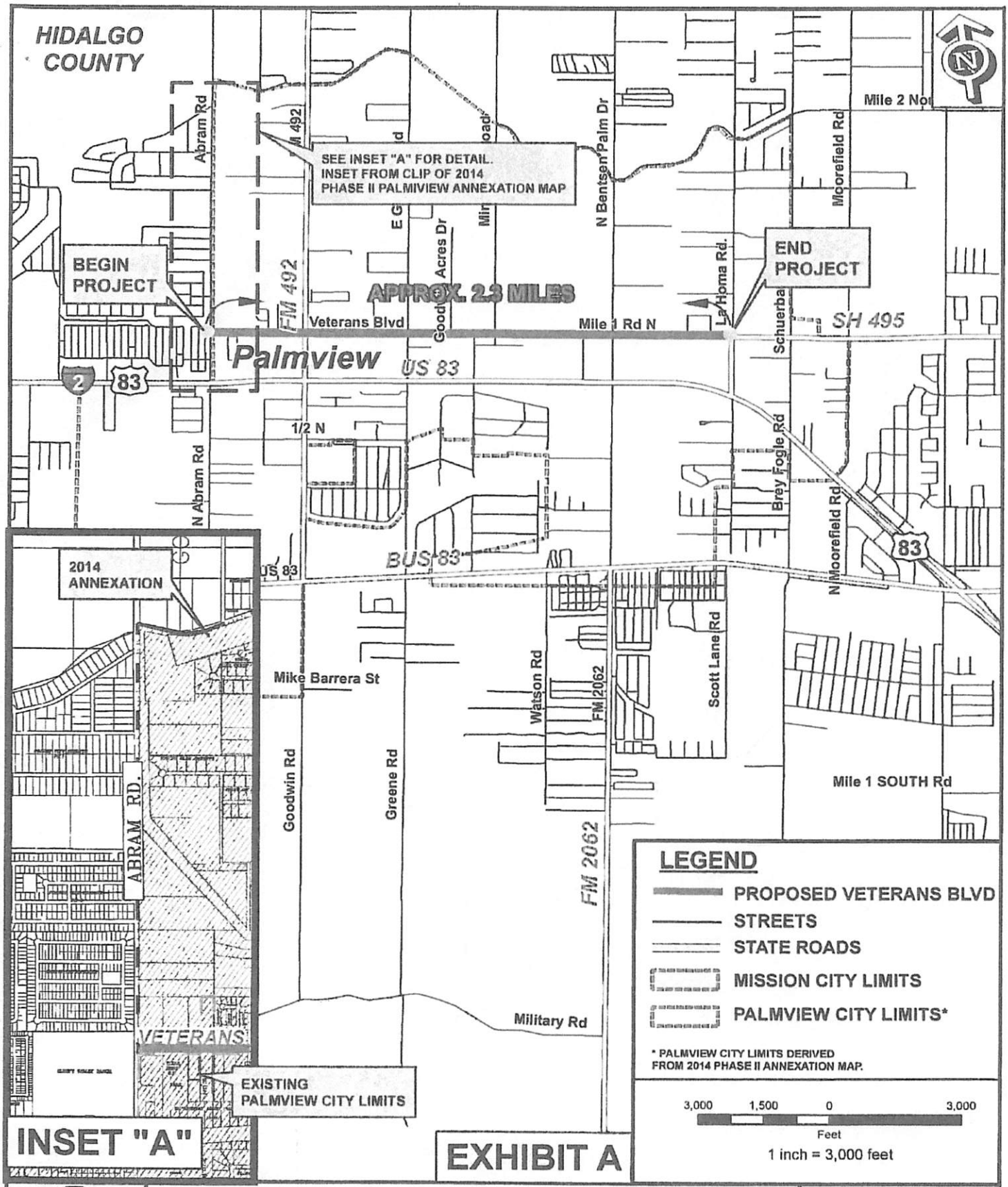
VETERANS BLVD (SH 495) LOCATION MAP

FROM ABRAM RD TO LA HOMA (SH 364) APPROX. 2.3 MILES

THE COUNTY OF HIDALGO TEXAS

CITY OF PALMVIEW TEXAS

Document Path: G:\GIS \PROJECTS\HIDALGO\VETERANS ROAD (MILE 1) FROM LA HOMA TO ABRAM - BUS 83\VETERANS ROAD LOCATION MAP.mxd



VETERANS BLVD (SH 495) LOCATION MAP

FROM ABRAM RD TO LA HOMA (SH 364) APPROX. 2.3 MILES

THE COUNTY OF HIDALGO TEXAS

CITY OF PALMVIEW TEXAS

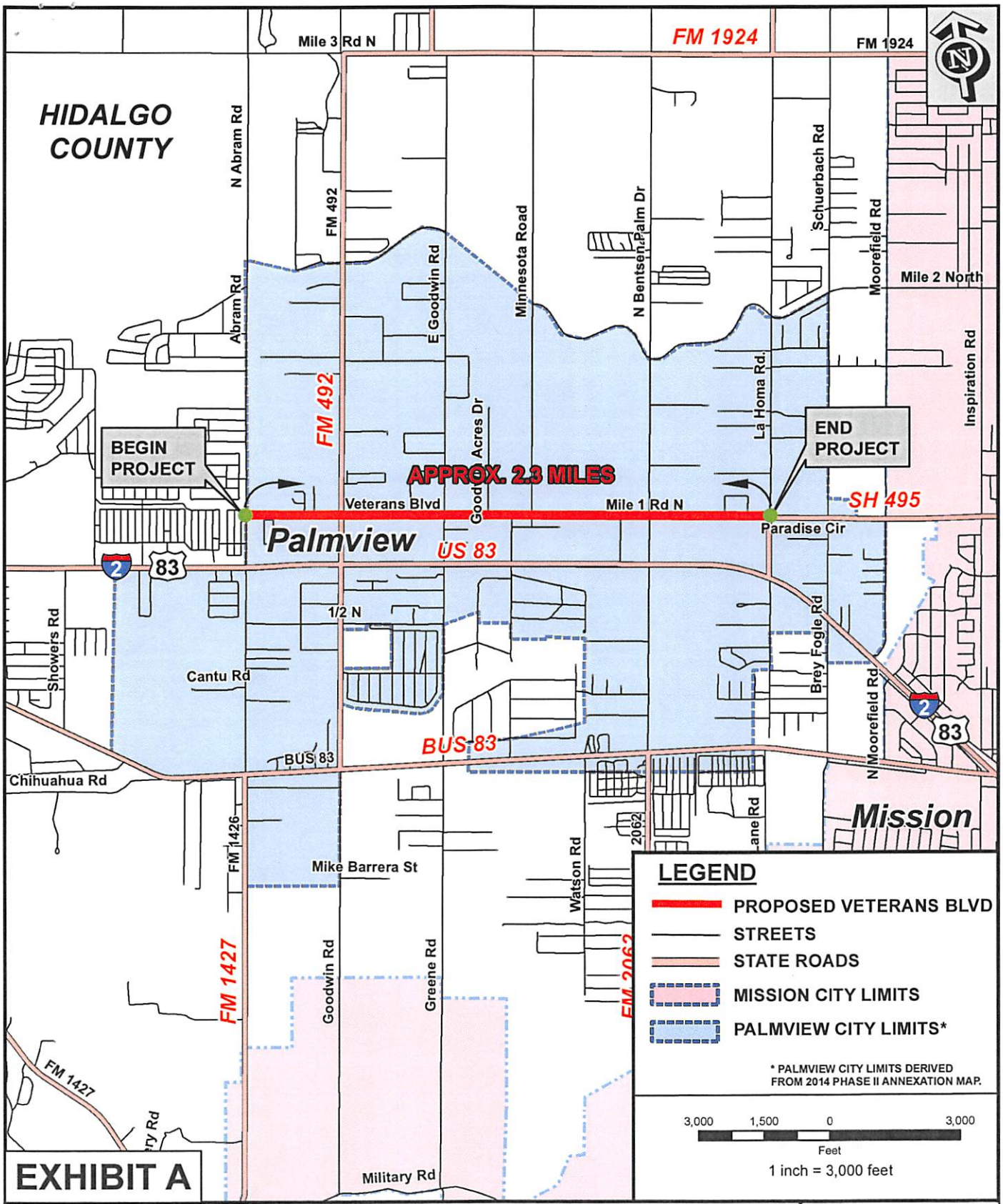
Document Path: G:\GIS I\PROJECTS\HIDALGO\VETERANS ROAD (MILE 1) FROM LA HOMA TO ABRAM - BUS 83\2015\VETERANS ROAD LOCATION MAP.mxd

EXHIBIT "B"
VETERANS BOULEVARD PROJECT (SH 495 EXTENSION)
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT:	VETERANS BOULEVARD (SH 495 Extension)
LIMITS:	from Abram Road to La Homa Road
EXISTING ROADWAY SECTION:	40-ft Rural
EXISTING ROW WIDTH:	70' to 85' Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban w/o Shoulders
PROPOSED ROW WIDTH:	80-FT
ESTIMATED CONSTRUCTION COST ...(ROADWAY ONLY).....	**$10,350,000.00**
LENGTH FOR 4-LANE ROADWAY ...(SECTION II)	2.3 Miles

ESTIMATED PROJECT COSTS	*ESTIMATED % LOCAL COST*	*TOTAL ESTIMATED PROJECT COST*	*ESTIMATED LOCAL COST*
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN			
Environmental Document with TxDOT **(18 months)**	100%	$ 149,850.00	$ 149,850.00
Public Involvement for the project with stakeholders and 1 Public Meeting (3 Months)	100%	$ 41,625.00	$ 41,625.00
Archeological and Historical Research	100%	$ 65,000.00	$ 65,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 31,500.00	$ 31,500.00
Schematic for Roadway	100%	$ 149,040.00	$ 149,040.00
Hydrological Map for Outfall Drain Ditch	100%	$ 66,000.00	$ 66,000.00
Schematics for Outfall Ditches	100%	$ 99,000.00	$ 99,000.00
Schematic Design fo r Siphon with Steel Pipe Bypass for Irrig Dist.	100%	$ 33,000.00	$ 33,000.00
Estimated Environmental Document Review Charges by TxDOT	100%	$ 80,000.00	$ 80,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%	$ 42,000.00	$ 42,000.00
Preliminary Compensable Utilities Identification on Schematic	100%	$ 54,000.00	$ 54,000.00
Update Schematic based on comments as provide by TxDOT/FHWA	100%	$ 48,000.00	$ 48,000.00
Engineering Technical Support at Public Hearing with Layouts etc	100%	$ 22,500.00	$ 22,500.00
Public Involvement for 1 Public Hearing	100%	$ 41,625.00	$ 41,625.00
SUB-TOTAL		**$ 923,140.00**	**$ 923,140.00**
PHASE II & III FOR INFORMATION PURPOSES ONLY			
PHASE II - PS&E and CONSTRUCTION OVERSIGHT			
Field Surveys for Design and Construction	100%	$ 110,400.00	$ 110,400.00
PS&E Development Roadway (7% Engineering Fee)	100%	$ 724,500.00	$ 724,500.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	$ 66,000.00	$ 66,000.00
Permitted Utilities Coordination to adjust	100%	$ 100,800.00	$ 100,800.00
ROADWAY CONSTRUCTION COST (100% STATE/FED)	0%	$ 10,350,000.00	$ -
TxDOT Construction Inspection (11%) (100% STATE/FED)	0%	$ 1,138,500.00	$ -
Eng Consultant Construction Management (18 Months)	100%	$ 189,000.00	$ 189,000.00
SUB-TOTAL		$ 12,679,200.00	$ 1,190,700.00
PHASE III - ROW ACQUISITION			
Complete ROW Map (Estimated 66 Parcels)	100%	$ 257,400.00	$ 257,400.00
Right-of-Way Costs - Acq.Services @ (est. 66 Parcels @ $13,800/Parcel Avg.)	100%	$ 910,800.00	$ 910,800.00
Right-of-Way Costs - High Pressure Gasline Adjustment (80/20)	20%	$ 250,000.00	$ 50,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 162,000.00	$ 162,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 2.8 Ac. @ $6.5/ sq ft) (80/20)	20%	$ 789,360.00	$ 157,872.00
COMPENSABLE UTILITY (Water, Sewer, Telephone, Electricity, etc.) (80/20)	20%	$ 260,000.00	$ 52,000.00
SUB-TOTAL		$ 2,629,560.00	$ 1,590,072.00
ESTIMATED TOTAL		$ 16,231,900.00	$ 3,703,912.00

TOTAL ESTIMATED PROJECT COST: $ 16,231,900.00



VETERANS BLVD (SH 495) LOCATION MAP

FROM ABRAM RD TO LA HOMA (SH 364) APPROX. 2.3 MILES

THE COUNTY OF HIDALGO TEXAS

CITY OF PALMVIEW TEXAS

Document Path: G:\GIS \PROJECTS\HIDALGO\VETERANS ROAD (MILE 1) FROM LA HOMA TO ABRAM - BUS 83\VETERANS ROAD LOCATION MAP.mxd

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 192159

Received From: CITY OF PALMVIEW PCT. 3 11/05/15 Date 11/06/15

1	1049	R&B PCT#3-UNEARNED REV-ICA VETERANS BLVD 5-1200-223-00-123-084-0-000	461,570.00

Total: **461,570.00**

Check Total	461,570.00
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-52227 **Purchasing Department** **20. D. 2.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Work Authorization No. 3 (estimated cost of $1,797,300.00) for Engineering Services required for the preparation for the PS&E, ROW Mapping, Field Surveying and ROW Acquisition Services for the Liberty Rd Project form US 83 to Mile 3. C-12-246-10-16

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1347-431-00-123-100-0-721

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

BUDGETARY IMPACT:

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	11/13/2015 10:15 AM

Form Started By: Rocio Villarreal Started On: 11/10/2015 03:21 PM

Final Approval Date: 11/13/2015

HIDALGO COUNTY
Professional Engineering Services
Contract # C-12-246-10-16
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L&G Consulting Engineers, Inc. *d/b/a* L&G Engineering, professional engineers of Mercedes, Texas hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Engineering Services required for the preparation for the PS&E, ROW Mapping, Field Surveying and ROW Acquisition Services for the Liberty Road project from US83 to Mile 3.

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" - Scope of Services to be provided by the Owner* attached hereto.

The scope of services to be provided by the Engineer is identified in *EXHIBIT "B" - Scope of Services to be provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $1,797,300.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as *EXHIBIT "D-1" - Fee Schedule.*

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:
Account No. 5-347-431-00-123-100-0-721
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, as identified on ***EXHIBIT "C" - Work Schedule.***

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 3.

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 _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

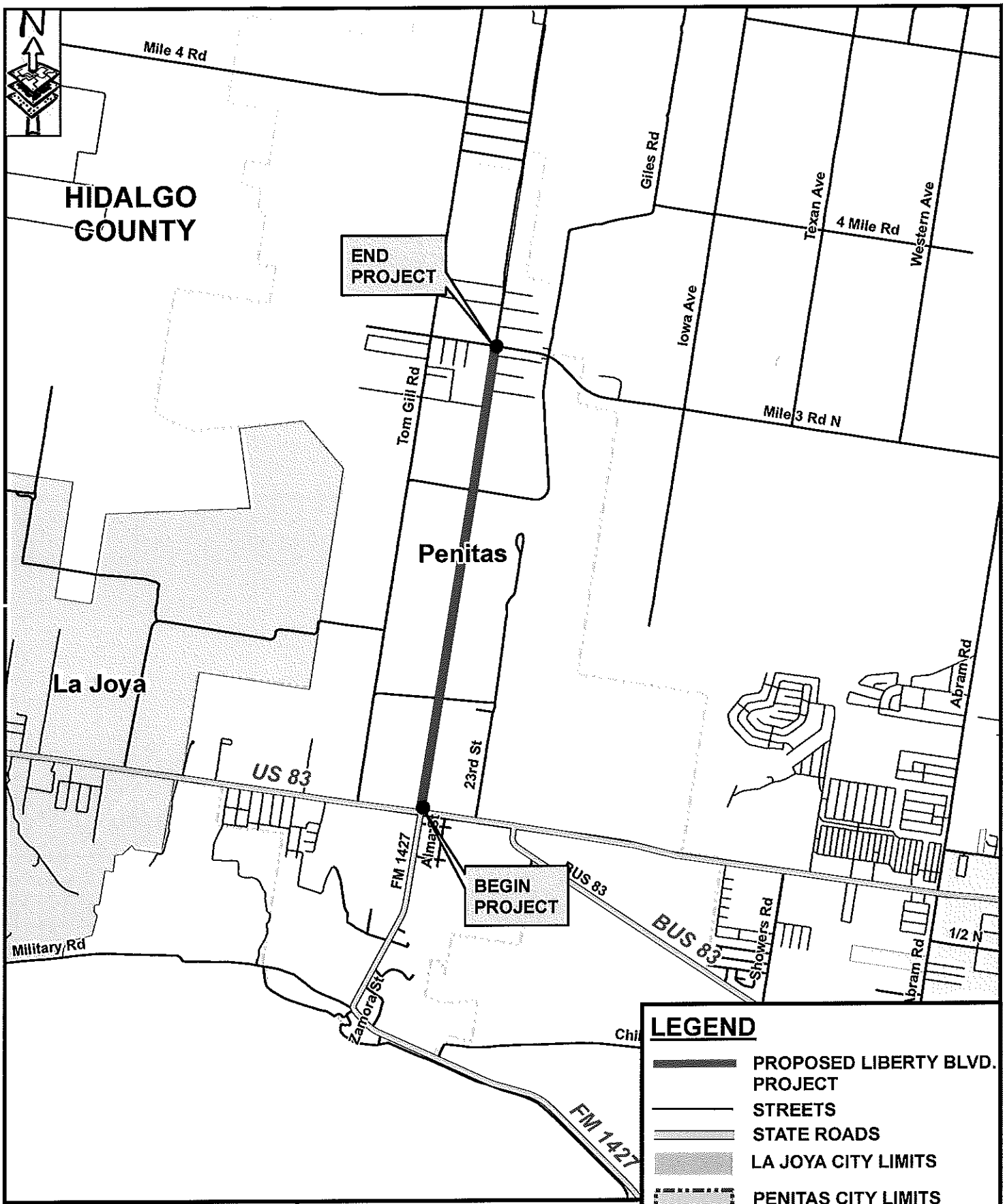
_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Location Map
Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Engineer
Exhibit C - Work Schedule
Exhibit D-1 - Fee Schedule and Estimated Manhour Breakdown



THE COUNTY OF HIDALGO TEXAS

THE CITY OF PENITAS, TEXAS FOUNDED 1920

LIBERTY BOULEVARD LOCATION MAP

FROM US 83 TO MILE 3
APPROX. PROJECT LENGTH 2.4 MILES

Document Path: G:\EA MAPS\TOM GILL - LIBERTY\2015\LIBERTY BLVD LOCATION MAP US 83 TO MILE 3.mxd

EXHIBIT "A"

SERVICES TO BE PROVIDED BY THE OWNER

1. The COUNTY will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The COUNTY will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The COUNTY will provide the ENGINEER with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the ENGINEER to maintain an agreed upon project schedule.

4. The COUNTY will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1-PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY:	CITY OF PEÑITAS/HIDALGO COUNTY
CONTROL:	CSJ: 0921-02-194
PROJECT/DESCRIPTION:	PS&E, Right-of-Way Mapping, Field Surveys and Right-of-Way Acquisition
LENGTH:	2.4 MILES
HIGHWAY:	LIBERTY ROAD
LIMITS:	FROM: US83 TO MILE 3

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

- ___ Surface Treatment
- ___ Overlay
- ___ Rehabilitation Existing Road (Scarify & Reshape)
- ___ Convert Non-Freeway to Freeway
- ___ Widen Freeway
- _X_ Widen Non-Freeway
- ___ New Location Toll Freeway
- ___ New Location Non-Freeway
- ___ Interchange (New or Reconstruct)
- ___ Bridge Widening or Rehabilitation
- ___ Bridge Replacement
- ___ Upgrade to Standards - Freeway
- ___ Upgrade to Standards - Non-Freeway
- ___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

SURVEYOR shall mean Right-of-Way Surveying Surveys, Inc.

STATE shall mean Texas Department of Transporation.

COUNTY shall mean the Hidalgo County

CITY shall mean the City of Peñitas

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 5 - RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
SURVEYOR COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the ENGINEER has given the SURVEYOR written approval of the final location of the proposed ROW lines as approved by TxDOT and the CITY.

A. RIGHT-OF-WAY MAPPING:

1. **PURPOSE:**
The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

2. **DEFINITIONS:**
For purposes of this Contract, the following definitions shall apply:

2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.

2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.

2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.

2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.

2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.

2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.

2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.

2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.

2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.

2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYOR COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample Attached)*

3. WORK TO BE PERFORMED:

YES N/A

3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

3.1.6. Preliminary Parcel numbering system.

3.1.7. Any and all utilities (permitted or of record)

3.1.8. Reference Sample provided.

YES N/A

3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

Services Provided By: SURVEYOR	COUNTY	
YES	N/A	

3.2 *Right-of-Way Map Continued (continued)*

3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.

3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.

3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.

3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.

3.2.8. County lines and city limit lines shall be located and identified by name.

3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.

3.2.10. Monumentation set or found shall be shown and described as to material and size.

3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.

3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.

3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.

3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.

3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.

3.2.16. Building lines or set-back lines shall be shown and identified.

3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.

3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

Services Provided By: SURVEYOR	COUNTY	
YES	N/A	

3.2 *Right-of-Way Map Continued (continued)*

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	COUNTY		
		3.3. Exhibits:	An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.
YES	N/A	3.3.1. Property Description:	A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information. All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum: a. State, County, and Survey within which the proposed parcel of land to be acquired is located. b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable. c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used. The property description shall continue with a metes and bounds description which shall include as a minimum: d. A point of commencing. e. A point of beginning with the appropriate N and E surface coordinates. f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call. g. A description of all monumentation set or found shall include, as a minimum, size and material. h. A reference to the source of bearings, coordinates, and datum used.
YES	N/A	3.3.2. Parcel Plat:	A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	COUNTY		
		4.	**DELIVERABLES:** In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
YES	N/A	4.1.	An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications defined in 2.11.
YES	N/A	4.2.	A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications defined in 2.12, 3.2 and 3.3. ROW Map Submittal Requirements: 4.2.1. Two (2) paper sets of half-size ROW maps (11"x 17") 4.2.2. One (1) paper set of the full-size ROW maps (22"x 34") 4.2.3. Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.* 4.2.4. City requires one (1) electronic copy of the ROW Map on a CD, and One (1) copy of the DGN electronic file on a CD from the surveyor-Both the electronic copy of the ROW Map and the DGN file can be on one CD. IF Roadway is ON-SYSTEM and after Administrative Approval of the ROW Maps by Division (REVISIONS) Submittal Requirements: 4.2.5. Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the revision 4.2.6. One (1) paper set of the full-size of the affected ROW map sheets (22"x 34"), detailing the revision 4.2.7. Four (4) sets of any revised original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.* 4.2.8. Division needs one (1) electronic copy of the revised ROW Map sheets on a CD, and 4.2.9. One (1) copy of the DGN electronic file on a CD from the surveyor-detailing the revision-Both the electronic copy of the revised ROW Map sheets and the DGN file can be on one CD.
YES	N/A	4.3.	Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations of the proposed centerline alignment.
YES	N/A	4.4.	Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER of the proposed centerline.
YES	N/A	4.5.	A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
YES	N/A	4.6.	Records used to establish ownership.
YES	N/A	4.7.	ROW and parcel filed notes signed and sealed by a RPLS.
YES	N/A	4.8.	Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
YES	N/A	4.9.	Items indicated under the Automation Requirements Section 6.
YES	N/A	4.10	Completed (Attached) Checklist with submittal of ROW Map etc.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYOR COUNTY

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

YES N/A

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

YES N/A

6.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

6.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

6.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

6.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

6.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

6.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

6.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	COUNTY	
		7. GENERAL SPECIFICATIONS: For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:
YES	N/A	
		7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.
		7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.
		7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.
		7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.
		7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.
		7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).
		7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.
		7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.
		7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.
		8. ADHERENCE TO STANDARDS: For purposes of clarity, consistency, and ease of understanding, the CITY/COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines

___ Property descriptions i.e., lot, block, tract, subdivision, etc...
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc...
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By:
SURVEYOR COUNTY

DESIGN AND CONSTRUCTION SURVEYS:

PURPOSE:

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

DEFINITIONS:

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

1. Design Surveying

YES N/A a. Primary Project Control – 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

YES N/A b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Control Data Sheets for inclusion in the Construction Project Plans signed and sealed by an R.P.L.S.
(1) No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
(2) The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
(3) The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
(4) The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
(5) Project control base lines

N/A N/A (6) Photogrammetric ground control
(a) Establish horizontal control
(b) Establish vertical control points
(c) Place and maintain control point targets

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	COUNTY	
YES	N/A	c. Other Design Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set H&V Control at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each H&V Control. Provide an H&V Control along each outfall identified on the Hydrologic Map. The H&V Control shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Control Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.

(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

(6) The Surveyor shall stake the proposed centerline on the existing fields as approved by Engineer before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout "EXHIBIT E". The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. Jointly the SURVEYOR and the ENGINEER will identify from records such as the Irrigation District Maps and the A&M Data of existing irrigation lines that will need to be tied down. The SURVEYOR will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

(10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	COUNTY	
YES	N/A	(11) Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
		(12) Driveways and Turnouts (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. (d) Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
YES	N/A	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
YES	N/A	(14) Soil core hole staking at bridge class structures.
YES	N/A	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
YES	N/A	(16) Profiles of existing drainage facilities.
YES	N/A	(17) Measurement of hydraulic opening under existing bridges.
YES	N/A	(18) Obtain elevations of manholes and valves of utilities
YES	N/A	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
NO	N/A	(20) Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction.
YES	N/A	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
YES	N/A	(22) Inventory signs, mailboxes, and driveways
NO	N/A	(23) Locate wetlands.
YES	N/A	(24) Locate existing right-of-ways.
		d. Construction Surveys: In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:
N/A	N/A	(1) Stake existing and/or proposed right-of-ways.
N/A	N/A	(2) Stake existing and/or proposed baseline/centerline.
N/A	N/A	(3) Stake proposed bridge structures.
N/A	N/A	(4) Stake proposed drainage structures, such as manholes, culverts, etc.
N/A	N/A	(5) Set grade stakes.
N/A	N/A	(6) Recover and check existing control points.
N/A	N/A	(7) Establish additional control points.
N/A	N/A	(8) Check elevations and locations of structures.
N/A	N/A	(9) Determine and resolve conflicts associated with survey data.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	COUNTY	
NO	N/A	**2. Photogrammetric Products** a. Uncontrolled Photography (1) Contact Prints (2) Mosaics (3) Digital ortho plots b. Mapping (1) Planimetric Maps (2) Contour Maps (3) Cross Sections (4) Profiles (5) Digital Terrain Models (DTM)
		3. UTILITY SUBSURFACE INVESTIGATION: Utility Quality Levels are in cumulative order (least to greatest) as follows
YES	N/A	3.1. Quality Level C - Existing Records: Utilities are plotted from review of available existing records that will be generated by the Engineer on the schematic and provided to the surveyor for his further creation of a Utility Map which will be turned in as a deliverable as part of this work order.
YES	N/A	3.2. Quality Level B - Surface Visible Feature Survey: The Surveyor shall gather the field tied Utility Information and compare it to the existing records (if any) as provided by the Engineer and correlate with surveyed surface-visible features. The surveyor shall create a Utility Layout Map or plan layout 2D, showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Layout Map will include all utilities that have been field tied – 2D Horizontal Utilities. This Layout will be provided to the Engineer and a meeting held with Engineer to identify which utilities will need to be tied down vertically. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Engineer. This information will be provided in the latest version of Micro Station or Geopak used by the State. The electronic file will be delivered on C.D. or DVD. A hard copy is required and must be signed, sealed, and dated by the Surveyor. Note: Determine and inform the Engineer of the approximate utility depths at critical locations. This depth indication is understood by the Engineer to be approximate only and is not intended to be used for preparing the construction plans.
YES	N/A	3.3. Subsurface Utility Locate (Test Hole) Service (Quality Level A). **THE SURVEYOR SHALL ESTIMATE LOCATING VERICALLY 25 UTILITES PER MILE OR AS IDENTIFIED BY THE ENGINEER.** Locate shall mean to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B and C. The Surveyor shall: 3.3.1 Review the requested test hole locations that have been identified by the Engineer and Coordinate with utility owner inspectors as may be required by law or utility owner policy.

Services Provided By:
SURVEYOR COUNTY

3. *Utility Subsurface (continued)*

3.3.2 Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
- Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
- Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
- Elevation of existing grade over utility at test hole location.
- Horizontal location referenced to project coordinate datum.
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- Utility facility material(s).
- Utility facility condition.
- Coating/Wrapping information and condition.
- Unusual circumstances or field conditions.

3.3.3 Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.

3.3.4 Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.

3.3.5 Provide complete restoration of work site and landscape to equal or better condition than before excavation.

3.3.6 Plot utility location position information on the Utility Layout sheet and identify the vertical elevation and sealed by the responsible Surveyor. This information will be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD.

4. DELIVERABLES:

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

YES N/A 4.1. Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.

YES N/A 4.2. Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.

YES N/A 4.3. Computer printouts or other tabulations summarizing the results of field surveys.

YES N/A 4.4. Digital files or media acceptable by the ENGINEER containing field survey data.

YES N/A 4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

YES N/A 4.6. Field survey notes, as electronic and/or hard copies.

YES N/A 4.7. A H&V Control Book identifying the basis of the Primary and Secondary Control and an 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	COUNTY	
		4. *Deliverables (continued)*
YES	N/A	4.8. Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.
YES	N/A	4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.
YES	N/A	4.10. Survey reports in a format requested by the ENGINEER.
YES	N/A	4.11. Items indicated under the Automation Requirements Section 6.

5. GENERAL REQUIREMENTS:

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.

5.3. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.

5.5. Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.6. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

- Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.
- Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.1 of one foot.
- Utilities and improvements: less than 0.2 of one foot.
- Cross-sections and profiles: less than 1 foot.
- Bore holes: less than 3 feet.
- Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.02 of one foot.
- Utilities and improvements: less than 0.1 of one foot.
- Cross-sections and profiles: less than 0.2 of one foot.
- Bore holes: less than 0.5 of one foot.

Services
Provided By:
SURVEYOR COUNTY

6. **AUTOMATION REQUIREMENTS:**

6.1 Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2 Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3 Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
NO	N/A	a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
NO	N/A	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
NO	N/A	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
YES	N/A	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
N/A	N/A	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
YES	N/A	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
YES	N/A	b. Typical Sections
YES	N/A	c. Design Cross Sections
YES	N/A	d. Determine Cut and Fill Quantities
N/A	N/A	e. Slope Stability Analysis
N/A	N/A	f. Embankment Foundation Stability Analysis
N/A	N/A	g. Embankment Settlement Analysis
		5. Pavement Design
YES	N/A	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
YES	N/A	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
YES	N/A	(a) Along center line
N/A	N/A	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
YES	N/A	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
YES	N/A	d. Traffic Data for Pavement Design by STATE
YES	N/A	e. Basic Design Criteria
YES	N/A	f. Life Cycle Cost Analysis(es)
YES	N/A	g. Cost Data
YES	N/A	h. Pavement Material Properties
YES	N/A	i. Rehabilitation Investigations
YES	N/A	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 8 - DRAINAGE
(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Studies, Discharges
YES	N/A	a. Drainage area maps showing existing conditions and proposed improvements.
YES	N/A	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
YES	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
YES	N/A	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	N/A	(3) Culverts
YES	N/A	(4) Bridge waterways
YES	N/A	(5) Channels
YES	N/A	(6) Storm sewers/inlets
NO	N/A	(7) Pump stations
NO	N/A	(8) Storm Water Management facilities
YES	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	N/A	b. Hydraulic report(s)
NO	N/A	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	N/A	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
YES	N/A	(1) New culverts
YES	N/A	(2) Culvert widening and/or lengthening
YES	N/A	(3) Culvert replacements
		b. Storm sewers
YES	N/A	(1) New storm sewers
YES	N/A	(2) Modify existing storm sewers
YES	N/A	(3) Inlets
YES	N/A	(4) Manholes
YES	N/A	(5) Trunk lines
NO	N/A	c. Pump stations
NO	N/A	d. Subsurface drainage at retaining walls
NO	N/A	e. Outfall channel(s) within the ROW
YES	N/A	f. Outfall channel(s) outside the ROW
NO	N/A	g. Detention Pond(s) within the ROW
NO	N/A	h. Detention Pond(s) outside the ROW
YES	N/A	i. Summary of Quantities
NO	N/A	j. Storm Water Management facilities
YES	N/A	4. Storm Water Pollution Prevention Plan (SW3P)
YES	N/A	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	COUNTY	
YES	N/A	1. Signing and Markings Layout

a. Requirements (Separate Layout)
   (1) Roadway layout
   (2) Center line with station numbering
   (3) ROW lines
   (4) Culverts and other structures that present a hazard to traffic
   (5) Location of utilities, if not shown on plan and profile
   (6) Existing signs to remain, to be removed, to be relocated
   (7) Proposed signs (illustrated and numbered)
   (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
   (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
   (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   (12) Quantities of existing pavement markings to be removed
   (13) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
   (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer)
   (5) Tentative ROW limits
   (6) Direction of traffic flow on all roadways
   (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

YES	N/A	2. Summary of Small Signs Tabulation
YES	N/A	3. Summary of Large Signs Tabulation including all Guide Signs
YES	N/A	4. Sign Detail Sheets

a. All signs except route markers
b. Design details for large guide signs
c. Dimensions of letters, shields, borders, corner radii etc.
d. Designation of shields attached to guide signs
e. Designation of arrow used on exit direction signs

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
YES	N/A	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	N/A	(2) Photographs as appropriate
YES	N/A	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
YES	N/A	(a) Existing
YES	N/A	(b) Estimated
YES	N/A	(c) Projected
YES	N/A	(d) Pedestrian
YES	N/A	(5) Traffic Survey - Count Analysis
YES	N/A	(6) Recommendation based on above data
YES	N/A	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals *(continued)*
YES	N/A	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
YES	N/A	(a) Confirm power source
YES	N/A	(b) Discuss route of aerial or underground interconnect cable (when applicable)
YES	N/A	(c) Adjustment of overhead utility lines
YES	N/A	(2) Prepare governing specifications and special provisions list
YES	N/A	(3) Prepare project estimate
YES	N/A	d. Summary of Quantities

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls
		a. Structural Details
N/A	N/A	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
N/A	N/A	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
N/A	N/A	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
N/A	N/A	(1) Mechanically Stabilized Earth
N/A	N/A	(2) Concrete Block Wall Systems
N/A	N/A	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
N/A	N/A	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
N/A	N/A	e. Foundation Studies (Show cost estimate with Function Code 110)
N/A	N/A	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
N/A	N/A	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
N/A	N/A	g. Estimate
N/A	N/A	h. Summary of Quantities
N/A	N/A	i. Typical X-section.
N/A	N/A	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
NO	N/A	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
N/A	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
N/A	N/A	b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		3. Illumination *(continued)*
N/A	N/A	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
YES	N/A	a. Erosion Control
N/A	N/A	b. Landscape Development
YES	N/A	5. Compute and Tabulate Quantities
NO	N/A	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
N/A	N/A	(a) New O.S.B. structure(s)
N/A	N/A	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
N/A	N/A	(2) High Mast Illumination Poles (HMIP)
N/A	N/A	(3) Traffic Signal Supports
N/A	N/A	(4) Conventional Illumination Poles
N/A	N/A	(5) Sound Barrier Walls
N/A	N/A	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
N/A	N/A	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
YES	N/A	a. Utility Agreements
YES	N/A	b. Exhibits for Utility Agreements
N/A	N/A	c. Railroad Agreements
		d. Railroad Exhibits
N/A	N/A	(1) Railroad Underpasses
N/A	N/A	(2) Railroad Overpasses
N/A	N/A	(3) Railroad Grade Crossing (Replanking)
N/A	N/A	(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A	(5) Other Miscellaneous Sketches for Railroads
N/A	N/A	e. Traffic Signal Agreements
N/A	N/A	f. Exhibits for Traffic Signal Agreements
YES	N/A	9. Estimate
YES	N/A	10. Specifications and General Notes

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 11 - BRIDGE DESIGN
(Function Code 170)

Services Provided By: ENGINEER	COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
N/A	N/A	(1) Underpass(es)	
N/A	N/A	(2) Overpass(es)	
N/A	N/A	(3) Main Lanes	____
N/A	N/A	(4) Direct Connector(s)	____
N/A	N/A	(5) Ramp Bridge(s)	____
YES	N/A	(6) Waterway Structure(s)**	1
N/A	N/A	(7) Pedestrian Structure(s)	____
N/A	N/A	(8) Utility Structure(s)	____
N/A	N/A	(9) Railroad Underpass(es)	____
N/A	N/A	(10) Railroad Overpass(es)	____
N/A	N/A	(11) Bridge Classification Culvert(s)**	____
N/A	N/A	(11) Alternate Structural Designs	____
N/A	N/A	(12) Alternate Foundation Design	____
		Total New Structures =	1
		b. Existing Structure(s)	____
N/A	N/A	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
N/A	N/A	(2) Bridge Replacement	____
N/A	N/A	(3) Raising Bridge Elevation	____
N/A	N/A	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	____
			____
N/A	N/A	(5) Railroad Overpass(es)	____
N/A	N/A	(6) Railroad Underpass(es)	____
		Total Existing Structures =	____

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
YES	N/A	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
- (1) Horizontal curve information or bearing of centerline.
- (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
- (3) Bearing of center line or reference line.
- (4) Skew angle(s).
- (5) Slope for header banks and approach fills.
- (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
- (7) Approach pavement and crown width.
- (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
- (9) Approach slab and curb returns.
- (10) Limits and type of riprap.
- (11) Proposed features under structure.
- (12) Location of profile grade line.
- (13) North arrow.
- (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
- (15) Cross slope and super elevation data.
- (16) Minimum horizontal clearances when applicable.
  - (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
- (17) Location of soil core holes (station and offset), shown on layout.
- (18) Bent stations and bearings.
- (19) Retaining wall locations.
- (20) Traffic flow directional arrows.
- (21) Railing types shown.
- (22) Joint types and seal size, if used.
- (23) Beam line numbers consistent with span details.
- (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
- (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
- (1) Type of foundation.
- (2) Finished grade elevations at beginning and end of bridge.
- (3) Overall length of structure.
- (4) Length, type of spans and units.
- (5) Type of railing.
- (6) Minimum calculated vertical clearance(s).
- (7) Existing and proposed ground lines clearly marked.
- (8) Grid elevations and stations.
- (9) Bent numbers encircled.
- (10) Stationing of bridge compatible with grid stations.
- (11) Standard title.
- (12) Profile grade data.
- (13) Type of riprap.
- (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
- (15) Fixed/expansion condition of all bents.
- (16) Column "H" heights.
- (17) Number, size and length of foundations.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY		
YES	N/A	2.	Preparation of Bridge Layouts (each bridge) *(continued)* c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW) (Recorded HW and date if available) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing.
N/A	N/A	3.	Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
YES	N/A	4.	Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
YES	N/A	5.	Bridge Total Quantities and Cost Estimates (each bridge)
YES	N/A	6.	Bridge Special Provisions and Specifications (each bridge)
YES	N/A	7.	Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
YES	N/A	8.	General Guidelines for Bridge Design a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.** Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following: • TxDOT Design Division, when applicable: - Railroad Companies - FHWA - U.S. Army Corps of Engineers - U.S. Coast Guard - Bureau of Reclamation - Texas Parks and Wildlife - Others Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this. b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design. c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
ENGINEER COUNTY

8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. 24 PARCELS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	COUNTY	
		1) PROJECT ADMINISTRATION
YES	NO	a) Negotiation of Scope of Services for Work Authorization
		i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
YES	NO	b) Project Presence at L&G Consultant Office Headquarters
		i) Full Project Office
		(1) No Joint Use of COUNTY or TxDOT facilities
		(2) Open during normal COUNTY and State work hours
		(3) Personnel available to answer questions
		(4) Availability of Project Files
		(5) At least one office staff member is required to be a current commissioned notary public.
YES	NO	c) Overhead Costs
		i) Administrative costs
YES	NO	d) Communication
		i) Provide monthly progress reports with invoice.
		ii) Participate in project review meetings as determined by the COUNTY.
		iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
		iv) Prepare and Mail via Certified, Return Receipt Requested method, all introduction letters for each individual parcel.
YES	NO	e) File Management
		i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary.
		ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
		iii) Maintain records of all payments including check number, amount, and date paid, etc.
		iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference.
		v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
YES	NO	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
YES	NO	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
YES	NO	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		3) APPRAISAL
YES	NO	a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
YES	NO	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, are unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
YES	NO	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
YES	NO	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
YES	NO	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
YES	NO	f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
YES	NO	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.
YES	NO	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.
YES	NO	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
YES	NO	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
YES	NO	a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
YES	NO	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
YES	NO	c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

Services Provided By: ENGINEER	COUNTY	
YES	NO	d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		5) APPRAISAL UPDATES
YES	NO	a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
YES	NO	b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.
YES	NO	c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the COUNTY/TxDOT.
YES	NO	d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
YES	NO	e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
		6) NEGOTIATION, TASKS AND FEES
YES	NO	a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
YES	NO	b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
YES	NO	c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.
YES	NO	d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures, Acknowledgement of Appraisal and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
YES	NO	e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
YES	NO	f) Respond to property owner inquiries verbally and in writing within two business days.
YES	NO	g) Prepare a separate negotiator contact report for each parcel per contact.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
YES	NO	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
YES	NO	i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
YES	NO	j) Prepare final offer letter, documents of conveyance as necessary.
YES	NO	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
YES	NO	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
YES	NO	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
YES	NO	n) The consultant shall, as part of this proposal, estimate 10% of the parcels identified on Page 37 may result in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
YES	NO	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
YES	NO	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
YES	NO	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
		8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).
N/A	N/A	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
N/A	N/A	b) L&G will provide advisory services to business displacements and relocate them effectively.
N/A	N/A	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
YES	NO	a) Pre-Hearing Support i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor, if applicable. iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.
		v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
		vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developedby the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.
		vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.
		viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
		ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
		x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.
		xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
		xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
		xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.
		xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
		xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
		xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.
YES	NO	b) Post Hearing Support (by COUNTY Attorney)
		i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.
		ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
		iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
		iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

Services Provided By:
ENGINEER COUNTY

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

YES NO a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

YES NO b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

YES NO c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

YES NO d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

YES NO e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

YES NO f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
ENGINEER COUNTY

11) PAYMENT SCHEDULE

YES NO

a) Project Administration
  i) Payment and Milestones
    (a) Full Project Office
      (1) Lump Sum Basis (assume 1 year project presence)
      (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
      (3) Remainder paid out in equal monthly installments of 15% starting the following month.
      (4) Monthly billing to COUNTY OF HIDALGO will be required.

b) Title Services
  ii) Payment
    (a) Per Parcel basis.
  iii) Milestones
    (a) 100% upon securing initial title commitment.

c) Appraisal Services
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% paid upon delivery of complete and acceptable appraisal report

d) Appraisal Review
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon submission of ROW-A-10

e) Appraisal Update
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon delivery of complete and acceptable appraisal update.

f) Negotiation, Task, and Fees
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 80% upon presentation of initial offer.
    (b) 20% upon successful negotiation and all instruments are recorded.

g) Closing Service Fees
  i) Payment
    (a) Per Parcel Basis
  ii) Milestones
    (a) 100% upon recordation of instrument of conveyance.

h) Relocation Assistance
  i) Payment
    (a) Per Relocation
  ii) Milestones
    (a) 100% upon issuance of 90-day vacancy letter.

i) Compensable Utilities
  i) Payment
    (a) By percent complete

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
ROW Acquisition	Mission Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
   a. General Drainage Area Maps
   b. Stage-Discharge Curves
   c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
   d. Drainage Area Maps/Culverts/Storm Sewer
   e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
   a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
   b. Channel Plan/Profiles/Typical Sections
   c. Box Culvert Plan/Profile
   d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: ENGINEER	COUNTY	
___	___	Title Sheet
___	___	Project Layout
___	___	Sequence of Work
___	___	Detour Layouts & Profiles
___	___	Construction Pavement Markings
___	___	Signing & Barricades
___	___	Construction Sign & Beacons
___	___	Typical Sections
___	___	Shaping & Finishing Sections
___	___	Slopes Adjacent to Shoulders
___	___	Estimate & Quantities
___	___	General Notes & Specification Data
___	___	Grading Summary
___	___	Miscellaneous Summaries (See following "SUMMARIES" heading)
___	___	Horizontal Curve Data & Alignment Layouts
___	___	Drainage Summaries
___	___	Structure Summaries
___	___	Erosion Control Summary & Details
___	___	Plan/Profile Sheets
___	___	Erosion Control Summary & Details
___	___	Pavement Contours
___	___	Superelevation Transition (If Required)
___	___	Grading Contours
___	___	Guard Fence Layouts
___	___	Storm Water Pollution Prevention Plans (SW3P)
___	___	Drainage Area Maps
___	___	Hydraulic Data
___	___	Drainage Sheets
___	___	Bridge Hydrology Sheets
___	___	Inlet & Manhole Details
___	___	Utility Support Details
___	___	Culvert Cross Sections & Details
___	___	Special Culvert Designs
___	___	Special Drainage Details
___	___	Chain Link Fence Locations
___	___	Ramp Details Sheet
___	___	Removal Item Sheet - Including detours (Shown in detour summary, No payment for removal; subsidiary to construction detours)
___	___	Pavement Details
___	___	Pavement Standard Modification for Concrete Shoulder
___	___	Concrete Pavement Continuously Reinforced (CPCR)
___	___	Concrete Pavement Contraction Design (CPCD)
___	___	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
___	___	Bridge Approach Slab Details
___	___	Vehicle Attenuator Details
___	___	Miscellaneous Details
___	___	Wheelchair Ramps
___	___	Pavement Marking Details
___	___	Modified Standards
___	___	List of Standards
___	___	Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	COUNTY	
___	___	Permanent Lighting Plans, Quantities & Standards
___	___	Bridge Layout(s)
___	___	Bridge Details
___	___	Retaining Wall Layout(s)
___	___	Retaining Wall Details
___	___	Pumphouse Details
___	___	Underdrain Details (Retaining Walls)
___	___	Culvert Standards
___	___	Soil Profile
___	___	Temporary Traffic Signals
___	___	Design Cross Sections
___	___	Estimate
___	___	List of Standard Specification, Special Provisions & Special Specifications
___	___	Detour Special Provisions (If Required)
___	___	Construction Time Estimate
___	___	Critical Path Method (CPM)
___	___	Unit Price Documentation
Miscellaneous		
___	___	Conduit Requirements
___	___	Traffic signal Requirements
Summaries		**(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb o f Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
___	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	COUNTY	Summaries	(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)
___	___		Earthwork (Roadway & Channel) & Channel Details
___	___		Culverts
___	___		Detours
___	___		Seeding or Mulch Sod - Quantity Only
___	___		Inlet & Manholes
___	___		Sidewalks
___	___		Construction Pavement Markings
___	___		Driveways
___	___		Concrete Median
___	___		Storm Sewers
___	___		Head Walls & Safety End Treatments
___	___		Curb Openings
___	___		Manholes
___	___		Chain Link Fence, Remove & Replace Chain Link Fence
___	___		Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

Client: Hidalgo County Precinct #3

PROJECT DEVELOPMENT SCHEDULE
Liberty Road
From US 83 To Mile 3
Length = 2.40 miles

TASK AND DESCRIPTION	FIRM	2015				2016												2017												2018											
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PHASE II: PS&E, ROW Map & Acquisition																																									
Environmental																																									
Environmental Decision	TxDOT																																								
PS&E																																									
Design Survey	L&G																																								
Compensable Utility Oversight	L&G																																								
Outfall Coordination with HCDD #1	L&G																																								
30% PS&E Completion	L&G																																								
60% PS&E Completion	L&G																																								
90% PS&E Completion	L&G																																								
95% PS&E Completion	L&G																																								
100% PS&E	L&G																																								
TxDOT Plan Set Approval	TxDOT																																								
ROW Map																																									
Prepare ROW Map	L&G																																								
TXDOT Review & Revisions	TxDOT																																								
TxDOT ROW Map Approval	TxDOT																																								
ROW Acquisition (Est. 24 Parcels)																																									
ROW Release	TxDOT																																								
Project Administration	L&G																																								
Coordination with County & TxDOT	L&G																																								
Title Commitments	L&G																																								
Appraisal Reports	L&G																																								
Appraisal Review Reports	L&G																																								
Appraisal Update Reports	L&G																																								
Approved Values by TxDOT	TxDOT																																								
Acquisition Negotiation Offers	L&G																																								
Title Curative Process	L&G																																								
Title Commitment Updates	L&G																																								
Payments for Parcels	L&G																																								
L&G Condemnation Support Process	L&G																																								
Eminent Domain Proceedings by County	County																																								
Title Insurance Policies	L&G																																								
Consumation of Outstanding Cases	L&G																																								
Phase III: Construction																																									
Construction Mngmnt - Bid Analysis & Contract Award																																									
Receive TxDOT approval to advertise including pre-bid & DBE	TxDOT																																								
Advertise (1st) & post in civcast (3 wks prior to bid opening)	County																																								
Advertise (2nd) & post in www.civcastusa.com	County																																								
Advertise (3rd) & post in www.civcastusa.com	County																																								
Conduct DBE conference & Pre-Bid Meeting	County																																								
Open Bids (verify apparent low bidder)(7 wks prior to letting)	County																																								
Submit Bids to TxDOT (low bidder concurrence)(6 wks to letting)	County																																								
Receive concurrence from TxDOT	TxDOT																																								
Recommend to County; Award to Low Bidder	County																																								
Award Contract at Commissioner's Court (Letting Date)	County																																								
Construction Management - Contract Execution																																									
Assist the County with Execution of the Contract	County																																								
Construction Duration	County																	EST 18 MONTHS CONSTRUCTION																							
Open To Traffic	TxDOT																																								

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION
HIDALGO COUNTY FUNCTION

9:28 AM11/3/2015

EXHIBIT D-1

PROJECT FEE SCHEDULE AND
ESTIMATED MANHOUR BREAKDOWN

LIBERTY ROAD PROJECT

		MANHOURS													
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Environmental Scientist /Specialist	Design Engineer	EIT	Senior Engineer Tech	Environmental Scientist /Specialist	Engineer Tech	CADD Operator	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
	CONTRACT RATE	212.06	176.72	126.65	126.65	111.92	76.58	73.63	73.63	70.69	61.85	53.02			
	WORK AUTHORIZATION NO. 3														
	PHASE II - PS&E, ROW MAPPING, FIELD SURVEYS, ROW ACQUISITION														
1	Complete ROW Map (Estimated 24 Parcels) (See Exhibit D-1, page 3 of 7)		16	24		51	70				50	30	241	$ 69,600.00	$ 91,200.00
2	Field Surveys for Design and Construction (L&G Engineering and Sub) (See Exhibit D-1, page 3 of 7)			3									3	$ 114,764.00	$ 115,200.00
3	PS&E Development Roadway (7% Engineering Fee)	60	900		16	2300	1300		48	1383	1922.35	95	8024	$ -	$ 756,000.00
4	Permanent & Temporary Signal Designs including Warrants (See Exhibit D-1, page(s) 4 & 5 of 7)												0	$ 78,944.14	$ 78,944.14
5	Engineering Fee to Create 1 set of plans and submit through TxDOT		18			20	80			150	21	21	310	$ -	$ 24,555.86
6	Geotechnical Soil Information and Scour Report for Bridge and Pavmt Design (See D-1, page(s) 6 & 7 of 7) for the man-hour breakdown and laboratory testing fees												0	$ -	$ 60,000.00
7	Bridge and Siphon Design	60	160	190		240	240			161	186	34	1271	$ -	$ 135,000.00
8	Permitted Utilities Coordination to adjust		23			30	167			256	38	48	562	$ -	$ 43,200.00
9	Right-of-Way Costs - Acquisition Services (est. 24 Parcels) (See Exhibit D-1, page 2 of 7)												0	$ 331,200.00	$ 331,200.00
10	Estimated Compensable Utility Management for Acq. of Property Rights and Compensate for Utility Adjust(s)	60	120	200		600	386				80	20	1466	$ -	$ 162,000.00
														.	
	SUB-TOTAL	**180**	**1237**	**417.45**	**16**	**3240.84**	**2243.16**	**0**	**47.99**	**1949.74**	**2297.59**	**248.253**	**11878.023**	**$**	**1,797,300.00**

Subtotal Manhour Fee with Sub-Consultant Costs:	$ 1,797,300.00
*** Total Project Fee:**	**$ 1,797,300.00**

*Rounded Figure

EXHIBIT D-1

R.O.W. Surveying Services, LLC. - FEE SCHEDULE

	A	B	C	D	E	F	G	H	I	J
1	**Highway:** Liberty Rd. Project Phase II					**R.O.W. Surveying Services, LLC**				
2	**County:** Hidalgo County, Texas									
3	**From:** US 83 to 3 Mile Road									
4	(2.29 Miles, Additional Survey 2.08 Miles-Total Survey=4.37 Miles)									
5	**Description of Work:** ROW Map and Design Survey									
6										
7	TASK AND DESCRIPTION	**Survey**		**Survey**	**4-man**	**3-man**	**2-man**	**Admin/**	**Total**	**Cost**
8	**FC 150 Field Surveying**	**PM**	**RPLS**	**Technician**	**Survey Crew**	**Survey Crew**	**Survey Crew**	**Clerical**	**Hours**	
9	HOURLY RATE	**$124.00**	**$125.00**	**$82.00**	**$175.00**	**$155.00**	**$130.00**	**$50.00**		
10	**PHASE 1 - FC 130 (ROW MAP) Lump Sum per Parcel**									
11	A. ROW Map, Parcel Description, Metes and Bounds Description, and Title Reports (24 parcels @$2900/parcel)									$ 69,600.00
12	**PHASE 1 - FC 150 Field Surveying (Control Hz & Vt)**									
13	A. Primary Project Control									
14	a. Establish Primary Control	0	3	3	0	16	0	0	22	$ 3,101.00
15	B. Secondary Project Control							0		
16	a. Set additional secondary control points as needed	0	2	16	0	16	0	0	34	$ 4,042.00
17	b. Horizontal values established with RTK or VRS	0	1	12	0	12	0	0	25	$ 2,969.00
18	c. Vertical values established with digital level	0	1	2	0	0	32	0	35	$ 4,449.00
19	Subtotal Hours	0	7	33	0	44	32	0	116	
20	Subtotal Cost - Phase 1	$0.00	$875.00	$2,706.00	$0.00	$6,820.00	$4,160.00	$0.00		$14,561.00
21	**PHASE 2 - DTM Topography and Cross sections (Total Length including side streets, Drain, and Irrigation Crossings=23,000 feet)**									
22	C. Setting Benchmarks									
23	1. Setting Benchmarks @ 1000'(ft) intervals	0	0	0	0	40	0	0	40	$ 6,200.00
24	2. Topographic & Crossections	0	6	20	0	40	0	0	66	$ 8,590.00
25	3. Locate Visible Utilities	0	0	0	0	28	0	0	28	$ 4,340.00
26	a. Utilities	0	0	15	0	15	0	0	30	$ 3,555.00
27	4. Cross Culverts, Driveway Culverts, Inverts	0	0	4	0	20	0	0	24	$ 3,428.00
28	5. Right of Entry, ROW Research, Aprraisal Dist. Records	4	2	4	0	0	0	24	34	$ 2,274.00
29	6. Proposed Centerline on Existing Pavement Pre-Construction for Utilities	4	2	0	0	6	0	0	12	$ 1,676.00
30	7. Profile and Cross section Intersecting Streets	0	0	40	0	40	0	0	80	$ 9,480.00
31	8. Irrigation Crossings	0	0	15	0	15	0	0	30	$ 3,555.00
32	9. Existing Storm Drain H&V	0	0	10	0	10	0	0	20	$ 2,370.00
33	10. Tie Existing Underground and Overhead Utilities Coordinate with Engineer (No SUE)	3	2	0	0	15	0	0	20	$ 2,947.00
34	11. Additional Field Surveying									
35	a. Irrigation Lines	3	2	15	0	15	0	0	35	$ 4,177.00
36	b. Outfalls	3	1	15	0	15	0	0	34	$ 4,052.00
37	c. Driveways and Turnouts	0	0	10	0	10	0	0	20	$ 2,370.00
38	15. Profiles of Existing Drainage Facilities	0	0	15	0	15	0	0	30	$ 3,555.00
39	17. Obtain Elevations of Manholes and Valves of Utilities	0	0	15	0	15	0	0	30	$ 3,555.00
40	18. Provide temp. signs, traffic control, flags, safety equip. etc.	0	0	0	0	15	0	0	15	$ 2,325.00
41	19. Ties to Existing Bridges or Culverts that may be in conflict with new construction	0	0	0	0	0	0	0	0	$ -
42	21. Inventory Signs, mailboxes, and driveways	0	0	8	0	8	0	0	16	$ 1,896.00
43	22. Survey Control Data Sheets per TxDOT	0	16	20	0	0	0	0	36	$ 3,640.00
44	23. Recover and Establish Existing CL and ROW	0	6	6	0	10	0	0	22	$ 2,792.00
45	24. Coordinate with the Engineer for Existing CL Stationing	3	2	0	0	0	0	0	5	$ 622.00
46	Subtotal Hours	20	39	212	0	332	0	24	627	
47	Subtotal Cost - Phase 2	$2,480.00	$4,875.00	$17,384.00	$0.00	$51,460.00	$0.00	$1,200.00		$ 77,399.00
48	**PHASE 3 - FINAL REPORT & DELIVERABLES**									
49	A. CADD file (2D & 3D) for limits of project	0	0	40	0	0	0	0	40	$ 3,280.00
50	B. Final Report and Deliverables	10	20	40	0	0	0	10	80	$ 7,520.00
51	Subtotal Hours	10	20	80	0	0	0	10	120	
52	Subtotal Cost - Phase 3	$1,240.00	$2,500.00	$6,560.00	$0.00	$0.00	$0.00	$500.00		$ 10,800.00
53	**PROJECT MANAGEMENT & OVERSIGHT**									
54	A. Meeting & Coordination w/ Engineers	16	16	0	0	0	0	1	33	$ 4,034.00
55	B. QC/QA Survey	30	30	0	0	0	0	10	70	$ 7,970.00
56	Subtotal Hours	46	46	0	0	0	0	11	57	
57	Subtotal Cost - PM & Oversight	$5,704.00	$5,750.00	$0.00	$0.00	$0.00	$0.00	$550.00		$ 12,004.00
58										
59										
60	**Total Fee FC 150**	$9,424.00	$14,000.00	$26,650.00	$0.00	$58,280.00	$4,160.00	$2,250.00	920	**$114,764.00**
61										
62	**Grand Total FC 130 and FC 150**									**$184,364.00**

EXHIBIT "D-1"

FEE SCHEDULE - L&G ENGINEERING's ROW ACQUISITION SERVICES

Liberty Road
Limits: from US83 to Mile 3
CSJ: 0921-02-194

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in Exhibit B according to the Exhibit D "Fee Schedule" of the contract. The parcels are estimated from the approved Schematic. **The work and payment, for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Pct. 3- on a percent complete basis as approved by Hidalgo County Pct. 3.** L&G Engineering will be completing the work on the approximate schedule provided in Exhibit C of this Work Order or as approved by Hidalgo County Pct. 3. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Project Admin (Per Parcel)	Title Services Per Parcel	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	**Relocation (Residential/ Business)	Grand Total of Task
24	$5,950.00	$600.00	$2,750.00	$800.00		$3,500.00	$200.00		
Sub Total of Tasks	$142,800.00	$14,400.00	$66,000.00	$19,200.00	*	$84,000.00	$4,800.00	**	**$331,200.00**

(*) Appraisal Update costs included in Project Administration.
(**) Relocation assistance cost or displacements included in Project Administration.
- Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.

EXHIBIT D-1 "FEE SCHEDULE" - TRAFFIC SIGNAL DESIGN
LIBERTY BOULEVARD - FROM US 83 TO MILE 3 ROAD

Ergonomic Transportation Solutions, Inc.

PERMANENT AND TEMPORARY TRAFFIC SIGNAL DESIGN ALONG LIBERTY BOULEVARD			MANHOURS						
			No. of sheets (estimated)	Project Manager	Senior Transp. Engineer	Transportation Engineer	CADD Designer	Administrative Assistant	Total
TASK									
	1	General Notes	n/a		2	4		4	10
	2	Basis of Estimate	1	3	12	12	12		39
	3	Condition Diagram	4	4	12	12	24		52
	4	Proposed Signal Plan Layout	6	12	40	62	62		176
	5	Signal Phasing/Timing	n/a	8	16	16	6		46
	6	Electrical Schedules	4	8	24	36	24		92
	7	Int..Signs, Pav.Markings, Curb Ramps	n/a	3	12	16	16		47
	8	Standard Sheets List	12		6	6			12
	9	Specifications and Cost Estimate	1	6	18	18	12		54
	10	Coordination and Meetings	n/a	12					12
	11	TEMPORARY TRAFFIC SIGNALS	2	8	24		32		64
		Subtotal	**30**	**64**	**166**	**182**	**188**	**4**	**604**

Total Sheets/Labor Hours	**30**	**64**	**166**	**182**	**188**	**4**	**604**
Contract Rates		$ 62.00	$ 40.00	$ 27.00	$ 22.00	$ 18.00	
Direct Salary Cost		$ 3,968.00	$ 6,640.00	$ 4,914.00	$ 4,136.00	$ 72.00	$ 19,730.00
Overhead Multiplier	165.260%	$ 6,557.52	$ 10,973.26	$ 8,120.88	$ 6,835.15	$ 118.99	$ 32,605.80
Fixed Fee	12.50%	$ 1,315.69	$ 2,201.66	$ 1,629.36	$ 1,371.39	$ 23.87	$ 6,541.97
Total Labor Costs		**$ 11,841.21**	**$ 19,814.92**	**$ 14,664.24**	**$ 12,342.55**	**$ 214.86**	**$ 58,877.77**

Ergonomic Transportation Solutions, Inc. Expenses

EXPENSES		
Printing Reproduction	$ 60.00	
Travel	$ 450.00	
Deliveries	$ 74.95	
Total Expenses		**$ 584.95**

ETSI Total Cost **$ 59,462.72**

EXHIBIT D-1 "FEE SCHEDULE" - TRAFFIC SIGNAL WARRANT STUDY'

LIBERTY BOULEVARD - FROM US 83 TO MILE 3 ROAD

Ergonomic Transportation Solutions, Inc.

TRAFFIC SIGNAL WARRANT STUDY				MANHOURS				
				Project Manager	Traffic Engineer	CADD/ Designer	Administrative Assistant	Total
TASK								
	1	Collect Data and Conduct Field Investigations			12	12		24
	2	Assess Collected Data			6	6		12
	3	Accident Analysis			12			12
	4	Collision Diagram			3	18		21
	5	Intersection Exhibits			3	6		9
	6	Signal Warrant Analysis		3	36	18		57
	7	Photo Album				6		6
	8	Recommendations		3	6			9
	9	Traffic Signal Warrant Study Report		6	24	12	24	66
		Subtotal		**12**	**102**	**78**	**24**	**216**

Total Sheets/Labor Hours		**12**	**102**	**78**	**24**	**216**
Contract Rates		$ 62.00	$ 27.00	$ 23.00	$ 18.00	
Direct Salary Cost		$ 744.00	$ 2,754.00	$ 1,794.00	$ 432.00	$ 5,724.00
Overhead Multiplier	165.260%	$ 1,229.53	$ 4,551.26	$ 2,964.76	$ 713.92	$ 9,459.48
Fixed Fee	12.50%	$ 246.69	$ 913.16	$ 594.85	$ 143.24	$ 1,897.94
Total Labor Costs		**$ 2,220.23**	**$ 8,218.42**	**$ 5,353.61**	**$ 1,289.16**	**$ 17,081.42**

Ergonomic Transportation Solutions, Inc. Expenses

EXPENSES

Printing Reproduction	$	-
Travel	$	450.00
Delivery	$	-
Collect 12 hr Turning Movement Counts Outsourced)	$	1,950.00
Total Expenses	**$**	**2,400.00**

ETSI Total Cost **$ 19,481.42**

Exhibit D-1
FEE SCHEDULE

L&G Consulting Engineers, Inc.

Geotechnical Engineering, Report & Summary

L&G Consulting Engineers, Inc. (Division: L&G ENGINEERING LAB)

		Liberty Rd. Project (from US 83 to Mile 3 Rd.) *Client: L&G Engineering*	MANHOURS Senior Project Manager	Senior Engineer	Project Engineer	CADD Operator	Admin/Clerical	Total
	TASK							
		Siphon/Culvert Crossing & Bridge Crossing Geo Report						
	1	Structural Evaluation of Borings / Calc. Shear Strength Models / Soil Profiles			4			4
	2	Allowable Bearing Capacity at Structure Locations (Siphon Crossing)			4			4
	3	Slope Stability Analysis - General Typ. Section Proposed (Verify)			6			6
	4	Deep Foundation Analysis (Foundation Capacity Curves) (Various Found Options)			12			12
	5	Review of H&H Model and Development of Level II Scour Analysis		2	16			18
	6	Channel/Culvert Recommendations - Geometry, Geotech Issues, Limits, Const.		2	4			6
	7	Channel/Bridge Recommendations - Geometry, Geotech Issues, Limits, Const.		2	6			8
	8	Geotechnical Report (Including Soil Survey/Geog./All Analyses) - Siphon & Bridge	2	8	20	8	4	42
	9	Meetings/Coordination	4	2	2		2	10
		Pavement Analysis & Design Report						
	1	Structural Evaluation of Borings / Calc. Shear Strength Models / Soil Profiles			2			2
	2	Recommendations for Salvage Materials (Pavement) & Subgrade Stabilization			8			8
	3	Research Traffic and PMIS Data (FWD) for Pavement Design Model			8			8
	4	Flexible Pavement Design Based on FPS 21 (w/ Triaxial Check)	2	12	40			54
	5	Develop Pavement Material Recommendations	2	2	4			8
	6	Geotechnical Report incl Pave Design Sections & Recs. - Pavement	2	4	16	4	4	30
	7	Meetings/Coordination	4	2	2		2	10
		Subtotal	**16**	**36**	**154**	**12**	**12**	**230**

Labor Hours	**16**	**36**	**154**	**12**	**12**	**230**
Hourly Base Rates	$ 70.00	$ 58.00	$ 43.00	$ 22.00	$ 20.00	
Direct Salary Cost	$ 1,120.00	$ 2,088.00	$ 6,622.00	$ 264.00	$ 240.00	
Contract Rate w/ Audited Overhead Rate of 169.26% & 12% Profit	$ 211.40	$ 175.16	$ 129.86	$ 66.44	$ 60.40	
Total Labor Costs	**$ 3,382.40**	**$ 6,305.76**	**$ 19,998.44**	**$ 797.28**	**$ 724.80**	**$ 31,208.68**

LINE ITEM EXPENSES

Printing Reproduction (Estimated 6 Reports x Approx. 30 Pages per Report)	$ 211.71	
*L&G Consulting Engineers, Inc. (Sub-Total for Geo. Field & Lab Services)	$ 28,579.61	
*- *(Please see page 2, for detailed estimates of testing)*		
Total Expenses	**$ 28,791.32**	
L&G Laboratory Total Cost		**$ 60,000.00**

Exhibit D-1
Geotechnical Field and Laboratory Services
Liberty Rd. Project (from US 83 to Mile 3)
Prepared for L&G Eng.

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review**					
	A. Principal / Project Manager / Review		Hours			
	B. Senior Engineer		Hours	2	$ 175.16	$ 350.32
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	**Utility Clearances / Boring Locates**					
	A. Technician (Locate Borings)(Util Clr)		Hours	4	$ 51.34	$ 205.36
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	70	$ 0.56	$ 39.20
	F. Survey Locate Borings (X,Y,Z)		LS			$ -
III.	**Field Exploration**					
A	Mobilization/Demobilization		Day	4	$ 441.66	$ 1,766.64
B	Field Exploration					
	1a. Soil Boring (Solid Stem)		Feet	310	$ 31.08	$ 9,634.80
	1b. Soil Boring (Mud Rotary)		Feet			$ -
	2. TxDOT TCP Field Test (BL/ft)		Ea.	50	$ 5.55	$ 277.50
	3. Field Logger / Engineering Tech		Hour	32	$ 51.34	$ 1,642.88
	4. 24 Hr. Water Level Observations		Hour	2	$ 51.34	$ 102.68
	5. Piezometers		Each			$ -
	6. Supp. Vehicle-Trailer, Tools Water Supply		Mile	280	$ 1.65	$ 462.00
	7. Vehicle Charge		Mile	350	$ 0.56	$ 196.00
C	Miscellaneous Field Services					
IV.	**Engineering Data Analysis / Report**					
	1. Staff Engineer		Hours			
	2. Project Engineer (Soil Classification)		Hours	9	$ 129.86	$ 1,168.74
	3. Project Engineer (Logs & Summaries)		Hours	9	$ 129.86	$ 1,168.74
	4. Moisture Content		Ea.	80	$ 10.55	$ 844.00
	5. Atterberg Limits		Ea.	43	$ 79.66	$ 3,425.38
	6. -200 Determination		Ea.	39	$ 66.47	$ 2,592.33
	7. Sieve Analysis (w/ Hydrometers)		Ea.	4	$ 95.76	$ 383.04
	8. UC Testing (w/ Unit Weight)		Ea.			$ -
	9. Consolidation Testing		Ea.			$ -
	10. Dry Unit Weight		Ea.			$ -
	11. Soils Sulfate Content		Ea.	14	$ 86.40	$ 1,209.60
	12. Determination of Soil pH		Ea.			$ -
	13. Lime Series Testing (5 Pt.)		Ea.	6	$ 518.40	$ 3,110.40
Project Sub-Total (Geo Field and Lab)						**$ 28,579.61**

AI-52078 **Purchasing Department** **20. E. 1.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received for the purpose of award and approval of contract to the responsible vendor submitting the lowest and best bid [while meeting all specifications and/or requirements] as attached hereto for RFB No. 2015-321-10-21-HGO - "Medical Supplies" - WIC Program.

BACKGROUND

21 Request for packets received and distributed
5 Bids received
Memorandum from WIC requesting one (1) vendor award

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1292-441-00-350-001-6-610

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

BUDGETARY IMPACT:

Funds available as of 11/12/15.

Attachments

Approval by Legal
Dept. Approval
contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/10/2015 04:53 PM
Budget & Management	Veronica Ortiz	11/12/2015 11:36 AM
Auditor's Office	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Heidi Ortiz		Started On: 11/02/2015 01:20 PM
Final Approval Date: 11/13/2015		

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

RE: RFB No.: 2015-321-10-21-HGO - Medical Supplies - WIC Program

From : Steve Crain <scrain@atlashall.com> Mon, Nov 02, 2015 05:00 PM
Subject : RE: RFB No.: 2015-321-10-21-HGO - Medical Supplies - WIC Program
To : 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>

Looks good.

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Monday, November 02, 2015 4:27 PM
To: Steve Crain
Subject: RE: RFB No.: 2015-321-10-21-HGO - Medical Supplies - WIC Program

Here it is

----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>
Sent: Mon, 02 Nov 2015 16:15:22 -0600 (CST)
Subject: RE: RFB No.: 2015-321-10-21-HGO - Medical Supplies - WIC Program

You did not send the entire agreement. I need to also review the attachments.

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Monday, November 02, 2015 4:10 PM
To: Steve Crain
Subject: RE: RFB No.: 2015-321-10-21-HGO - Medical Supplies - WIC Program

Here it goes.

----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>
Sent: Mon, 02 Nov 2015 15:34:05 -0600 (CST)
Subject: RE: RFB No.: 2015-321-10-21-HGO - Medical Supplies - WIC Program

The name on the Agreement does not match the name on the insurance certificate.

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]

Sent: Monday, November 02, 2015 3:05 PM
To: Steve Crain
Subject: RFB No.: 2015-321-10-21-HGO - Medical Supplies - WIC Program

Good afternoon Mr. Crain:

Attached is the contract for the above listed project for your review and approval.

Thank you,

Heidi

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

Recommendation/Concurrence

TO Norma Longoria, Director
Hidalgo County WIC Program

ATTN: Mague Gonzalez, Admin.Assist. II **via email:** mague.gonzalez@wic.co.hidalgo.tx.us

FROM: Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department

DATE: **October 23, 2015**

RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST AND /OR REJECTION**
RFSQ No. 2015-321-10-21-HGO -Hidalgo County WIC Program- "MEDICAL SUPPLIES"

We have received five (5) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet with all participants along with lowest bid tabulation sheet for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the bidder meeting all specifications/requirements and/or rejection of all responses and return to the Purchasing Dept. **via fax to (956) 292-7612 or email:** heidi.ortiz@co.hidalgo.tx.us, Please return by October 27, 2015 by 10:00 a.m.

Indicate the Recommendations and/or reason of rejection in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4877. Thank you for your attention to this matter.

COMMENTS/CONCERNS:
Please award entire bid to AOSS Medical Supply, which has the price.
Budget Acct No.: 5.1292.441.00.350.001.6.610

Norma L Longoria	Norma Longoria	WIC	10/29/15
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

TABULATION SHEET w all participates
HIDALGO COUNTY – WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO.: 2015-321-10-21-HGO

	COMPANIES	INTERBORO PACKAGING	HENRY SCHEIN DID NOT MEET REQUIREMENTS	CRAIG BRADNER SCHOOL NURSE SUPPLY	EMERGENCY MEDICAL PRODUCTS (EMP)	AOSS MEDICAL SUPPLY
	Samples & Catalog YES or NO	Samples Yes/ Catalog Yes	Samples No/ Catalog Yes	Samples Yes/ Catalog No	Samples Yes/ Catalog No	Samples Yes/ Catalog No
	MEDICAL SUPPLIES UNIT COST					
1	Sterile Surgilance –One Step Lancets	**No Bid**	**$11.60 bx**	**$15.25 bx**	**$ 9.63 bx**	**$ 9.40 bx**
			100 qty per bx	100 qty per bx	100 qty per bx	100 qty per bx
			12 boxes per cs	N/A	15 boxes per cs	15 boxes per cs
2	Band-Aids – Sterile (¾ x 3)	**No Bid**	**$ .99 bx**	**$ 1.72 bx**	**$ 1.17 bx**	**$ 2.15 bx**
			100 qty per bx	100 qty per bx	100 qty per bx	100 qty per bx
			54 boxes per cs	12 boxes per cs	12 boxes per cs	24 boxes per cs
3	Alcohol Preps	**No Bid**	**$ 1.22 bx**	**$ 2.05 bx**	**$ 1.28 bx**	**$ 1.25 bx**
			200 qty per bx	200 qty per bx	200 qty per bx	200 qty per bx
			20 boxes per cs	20 boxes per cs	10 boxes per cs	20 boxes per cs
4	Sharps Containers (14 Qt)	**No Bid**	**$8.77 ea**	**$ 4.97 ea**	**$ 7.42 ea**	**$ 65.00 cs**
			1 qty per bx	1 qty per bx	N/A	
			20 ea per cs	N/A	20 ea per cs	10 ea per cs
5	Vinyl Exam Gloves- **Small** (powder free-non sterile)	**$ 26.00 cs**	**$ 3.38 bx**	**$4.18 bx**	**$ 2.75 bx**	**$ 22.85 cs**
		100 qty per bx	100 qty per bx	100 qty per bx	100 qty per bx	100 qty per bx
		10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs
6	Vinyl Exam Glove-**Medium** (powder free-non sterile)	**$ 29.00 cs**	**$ 3.38 bx**	**$4.18 bx**	**$ 2.75 bx**	**$ 22.85 cs**
		100 qty per bx	100 qty per bx	100 qty per bx	100 qty per bx	100 qty per bx
		10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs
7	Vinyl Exam Gloves–**Large** (powder free-non sterile)	**$ 29.00 cs**	**$3.38 bx**	**$4.18 bx**	**$ 2.75 bx**	**$ 22.85 cs**
		100 qty per bx	100 qty per bx	100 qty per bx	100 qty per bx	100 qty per bx
		10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs
8	Alasta Nitrile Gloves-**Large** (powder free-non sterile)	**$ 42.00 cs**	**$9.95 bx**	**$6.70 bx**	**$ 4.95 bx**	**$ 73.50 cs**
		100 qty per bx	200 qty per bx	100 qty per bx	100 qty per bx	200 qty per bx
		10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs
9	Cotton Glove Liners (12) per bag	**No Bid**	**No Bid**	**No Bid**	**No Bid**	**$ 3.50 pk**
						12 pr qty per bag
						N/A boxes per cs
10	Gauze (2x2)	**No Bid**	**$ 1.31bg**	**$ 1.24 bx**	**$ .75 bx**	**$ 16.50 cs**
			200 qty bags per bx	200 qty per bx	200 qty per bx	200 qty bags per bx
			25 boxes qty 200 bags per cs	40 boxes per cs	25 boxes per cs	25 boxes qty 200 bags per cs

TABULATION SHEET w all participates
HIDALGO COUNTY – WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO.: 2015-321-10-21-HGO

11	Alcohol (16 oz.)	**No Bid**	**$1.05 btl**	**$ 1.62 ea**	**$ 1.54 ea**	**$ 15.75 cs**
			16 oz btl	1 each qty per bx		N/A qty per box
			12 bottles per cs	12 bottles per cs	12 bottles per cs	12 bottles per cs
12	Menu Tissue Paper (12x12) (Sheet headrest without slit)	**No Bid**	**No Bid**	**No Bid**	**No Bid**	**$ 15.00 cs**
						N/A qty per bx
						1000 per cs
13	Cotton tipped applicators (6"–non sterile)	**No Bid**	**$ 4.16 bx**	**$ 4.69 bx**	**$ 3.50bx**	**$ 4.50 bx**
			1000 qty per bx	1000 qty per bx	1000 qty per bx	1000 qty per bx
			10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs

Lowest Bid
Did Not Meet Requirements

Hidalgo County Wic Program
"Medical Supplies"
RFB NO.: 2015-321-10-21-HGO

	CRAIG BRADNER SCHOOL NURSE SUPPLY	ITEMS
4	Sharps Containers (14 Qt)	$ 4.97
		1 qty per bx
		N/A

	AOSS MEDICAL SUPPLY	ITEMS
1	Sterile Surgilance-One Step Lancets	$ 9.40
		100 qty per bx
		15 boxes make a cs
5	Vinyl Exam Gloves – Small (Powder free- non sterile)	$ 22.85 cs
		100 qty per bx
		10 boxes per cs
6	Vinyl Exam Gloves – Medium (Powder free-non sterile)	$ 22.85 cs
		100 qty per bx
		10 boxes per cs
7	Vinyl Exam Gloves – Large (Powder free-non sterile)	$ 22.85
		100 qty per bx
		10 boxes per cs
8	Alasta Nitrile Gloves-Large (Powder free non-sterile)	$ 73.50 cs
		200 qty per bx
		10 boxes per cs
9	Cotton Glove Liners (12 per bag)	$3.50 pk
		12 pr qty per bag
		N/A boxes per cs
10	Gauze (2x2)	$ 16.50 cs
		200 qty bags per bx
		25 bxs qty 200 bags per cs
12	Menu Tissue Paper (12x12) (Sheet headrest without slit)	$ 15.00 cs
		Ea. qty per bx
		1000 per cs
13	Cotton Tipped Applicators (6" – non -sterile)	$ 2.73
		100 qty per bx
		10 boxes per cs

	Emergency Medical Products (EMP)	ITEMS
2	Band-Aids – Sterile (3/4 x 3)	$1.17 bx
		100 qty per bx
		12 boxes per cs
13	Cotton Tipped Applicators (6"-non sterile)	$3.50 bx
		1000 qty per bx
		10 boxes per cs

REQUIREMENTS AGREEMENT
C-15-321-11-17

THIS AGREEMENT (the "Agreement") is entered into effective the 17th day of November, 2015 by and between Alpha Omega Systems & Services, Inc., ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "Medical Supplies" **(the Products),** as further described in the Request for Bid (RFB) Procurement Packet, which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "RFB") for a period of one year;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Products.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require in the area of **HIDALGO COUNTY** for a period of ten (10) months and thirteen (13) days, from November 17, 2015 to September 30, 2016 with the option to renew for an additional two (2) one year terms, the first such one year renewal term shall commence on October 1, 2016 and like commencement date of succeeding terms shall be October 1st and the remainder of this Agreement shall be under the same rates, terms and conditions, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by 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. Buyer may terminate this agreement upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Closner
Edinburg, Texas 78539

If to Seller: **Alpha Omega Systems & Services, Inc.**
Attention: Greg Welch
4971 Central Ave.
Monroe, LA 71203

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

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming Buyer as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to Buyer certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Buyer, or for any elected official, department head or employee

or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an office of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Buyer.

(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 Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

EXECUTED effective as of the day and year first above written.

Seller:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

Buyer:
Alpha Omega Systems & Services, Inc.

By: _____
Printed Name: _____
Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain

EXHIBIT "A"

Request for Bid (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

REQUEST FOR BIDS

TABLE OF CONTENTS

HIDALGO COUNTY WIC PROGRAM

"MEDICAL SUPPLIES"
RFB No: 2015-321-10-21-HGO

Item	Description	No. of Pages
1.	Request for Bids Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Specificatios /Requirements	3
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Vendor/Bidder Application and W-9 form	6
09.	Certification Regarding Debarment	1
10.	Draft Agreement	7

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

October 3, 2015
Date

PURCHASING DEPARTMENT
County Of Hidalgo

October 3, 2015

Bidder's name

Address

City

State, Zip Code

RE: Hidalgo County-Request for Bids – **"HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"MEDICAL SUPPLIES"**
Bid No: 2015-321-10-21-HGO

Dear Sir/Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/hgo

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2015-321-10-21-HGO	Buyer III: Heidi Ortiz	Tel. No: (956) 318-2626 Ext. 4877

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"

BID OPENING DATE:
October 21, 2015

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

LEGAL NOTICE **BID NO: 2015-321-10-21-HGO**

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("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: **"RFB-2015-321-10-21-HGO - HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, October 21, 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 "RFB-2015-321-10-21-HGO - HIDALGO COUNTY WIC PROGRAM-MEDICAL SUPPLIES."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: *A*). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; *B*.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and *C*.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. *DO NOT* include tax in cost figure. If it is determined that tax was included in the cost figure 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 WIC PROGRAM– MEDICAL SUPPLIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, Texas 78539
Attn: Margarita Gonzalez
Admin. Technician II
956-381-4646

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**October 21, 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: *A.*) the contract expires, *B.*) delivery and acceptance of products, and/or performance of services ordered, or *C.*) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of

successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO.: 2015-321-10-21-HGO

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO. 2015-321-10-21-HGO

SCOPE OF SERVICES:

The County of Hidalgo is requesting bids from qualified vendors to furnish Medical Supplies to Hidalgo County WIC Program in accordance with specifications/requirements specified herein and including, but not limited to, the following:

SPECIFICATIONS:

1) Providing original manufacturer items.
2) All items will be on an "As-Needed Basis only" there is no guaranteed annual volume.
3) Stock the necessary material in order to be able to provide any item within 24 hours, as an Emergency.
4) All products must be packaged in a manner that will afford reasonable protection against moisture and contamination at all times. Items must be furnished in manufacturer's original unopened package or container.

REQUIREMENTS:

1) SAMPLES OF ALL ITEMS MUST BE SUBMITTED WITH BID and with Company's information and **instructions** for the **return of samples**, once examination of items has been completed.
2) Required delivery time shall be within (5) day's maximum from the date order is placed.
3) Bidder must have been in business for at least two years.
4) Unit prices quoted shall remain **firm** for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.
5) Bidder shall submit with bid, two (2) copies of their catalog(s) indicating the full line of medical supplies they intend to supply throughout the term of the contract.

Products and Estimated Annual Usage from prior contracts:

	Description of Products	Quanity
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width	1050
2	Band-Aids – Sterile (¾ x 3)	1600
3	Alcohol Preps	1100
4	Sharps Containers (14 Qt. Size)	290
5	Vinyl Exam Gloves - **Small** (powder free-non sterile)	1500
6	Vinyl Exam Gloves- **Medium** (powder free-non sterile)	5000
7	Vinyl Exam Gloves– **Large** (powder free-non sterile)	600
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile)	600
9	Cotton Glove Liners (12 per bag)	100
10	Gauze (2x2- non sterile)	3200
11	Alcohol (16 oz.)	160
12	Menu Tissue Paper (12x12) (sheet headrest without slit)	1000
13	Cotton tipped applicators (6"-- non sterile)	500

RETURN OR CREDIT ON MERCHANDISE:

Items meeting the following criteria shall be exchangeable or creditable at the contracted price.

1) Trademarked or Non-Trademarked items in original unopened package in accordance with Bidder(s) return goods policy.
2) Any products that arouse questionable physical properties. The County reserves the right to return such product to the Contractor for credit or immediate replacement. Return of such products shall not require prior notification to the Contractor

TERMS & CONDITIONS:

1) Term of contract is for a ten (10) month and thirteen (13) day period with County's option to extend the contract for an additional two (2) one (1) year terms; the first such one year renewal term shall commence on October 1, 2016 and like commencement date of succeeding terms shall be October 1st.

2) County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5) Hidalgo County reserves the right to award to one (1) or to multiple vendors if the County determines it is in its best interest to do so.

6) Any contract awarded to a successful bidder will be in effect until;
   A.) The contract expires
   B.) Delivery acceptance of products and/or performance of services ordered, or
   C.) Terminated by County with thirty (30) days written notice prior to be cancellation.

7) Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

8) Hidalgo County reserves the right to add or delete items during the term of the contract under the same, terms and conditions.

9) Insurance requirements for this project to be maintained through out the contract term (Refer to Exhibit "C" for limits)

10) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantageous to the County.

12) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13) Hidalgo County reserves the right to evaluate items listed in this RFB based upon criteria that is common among the items. For example, one bidder might offer sterile gloves that contain 100 per box in lieu of the desired 50 per box. Another bidder might be 25 per box. Hidalgo County may then evaluate the two (2) bids on a cost per glove basis. If a different packaging is offered, it must be stated. Otherwise the bidder must furnish that which is requested.

14) Bid prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point.

15.) **All costs and expenses associated with the preparation and submission of bid, 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.**

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

All written inquires will be accepted via email to Heidi.ortiz@co.hidalgo.tx.us no later than, Wednesday, October 14, 2015 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via email by no later than Friday, October 16, 2015 by 5:00 p.m.

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO 2015-321-10-21-HGO

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

Internal use only- Commodity Code# 475-00

	DESCRIPTION OF PRODUCTS	QUANTITY PER BOX	BOXES PER CASE	UNIT PRICE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width			$
2	Band-Aids – Sterile (¾ x 3)			$
3	Alcohol Preps			$
4	Sharps Containers (14 Qt. Size)			$
5	Vinyl Exam Gloves - **Small** (powder free-non sterile)			$
6	Vinyl Exam Gloves- **Medium** (powder free-non sterile)			$
7	Vinyl Exam Gloves- **Large** (powder free-non sterile)			$
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile)			$
9	Cotton Glove Liners (12 per bag)			$
10	Gauze (2x2- non sterile)			$
11	Alcohol (16 oz.)			$
12	Menu Tissue Paper (12x12) (sheet headrest without slit)			$
13	Cotton tipped applicators (6"– non sterile)			$

Bidder/Company Name: _____

Address: _____

City/State/Zip: _____

Phone No/Fax No: _____

Cell Phone No: _____

E-Mail Address: _____

Authorized Signature: _____

Title: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address:	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).: _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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 indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT
C-15-321-11-17

THIS AGREEMENT (the "Agreement") is entered into effective the 17th day of November, 2015 by and between Alpha Omega Systems & Services, Inc., ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "Medical Supplies" **(the Products),** as further described in the Request for Bid (RFB) Procurement Packet, which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "RFB") for a period of one year;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Products.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require in the area of **HIDALGO COUNTY** for a period of ten (10) months and thirteen (13) days, from November 17, 2015 to September 30, 2016 with the option to renew for an additional two (2) one year terms, the first such one year renewal term shall commence on October 1, 2016 and like commencement date of succeeding terms shall be October 1st and the remainder of this Agreement shall be under the same rates, terms and conditions, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by 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. Buyer may terminate this agreement upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Closner
Edinburg, Texas 78539

If to Seller: **Alpha Omega Systems & Services, Inc.**
Attention: Greg Welch
4971 Central Ave.
Monroe, LA 71203

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

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming Buyer as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to Buyer certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Buyer, or for any elected official, department head or employee

or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an office of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Buyer.

(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 Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

EXECUTED effective as of the day and year first above written.

Seller:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

Buyer:
Alpha Omega Systems & Services, Inc.

By: _____
Printed Name: _____
Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By: _____
Stephen L. Crain

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO 2015-321-10-21-HGO

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

Internal use only- Commodity Code# 475-00

	DESCRIPTION OF PRODUCTS	QUANTITY PER BOX	BOXES PER CASE	UNIT PRICE
1	Sterile Surgilance -One Step Lancets (sterile) SLN200 1.8 mm Puncture Depth-0.50 mm Puncture Width	100/Box	15 Boxes/case	$9.40/Box
2	Band-Aids – Sterile (¾ x 3) Dynarex 3611	100/Box	24 Boxes/case	$2.15/Box
3	Alcohol Preps AOSS 5150	200/Box	20 Boxes/case	$1.25/Box
4	Sharps Containers (14 Qt. Size) Covidien 8881676434		10 Each/case	$65.00/case
5	Vinyl Exam Gloves - **Small** (powder free-non sterile) AOSS 105-6	100/Box	10 Boxes/case	$22.85/case
6	Vinyl Exam Gloves- **Medium** (powder free-non sterile) AOSS 105-7	100/Box	10 Boxes/case	$22.85/case
7	Vinyl Exam Gloves- **Large** (powder free-non sterile) AOSS 105-8	100/Box	10 Boxes/case	$22.85/case
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile) AOSS 109-8	200/Box	10 Boxes/case	$73.50/case
9	Cotton Glove Liners (12 per bag) Liners L Ladies Liners M Men	12/pack		$3.50/pack
10	Gauze (2x2- non sterile) AOSS 2208	200/bag	25 Bags/case	$16.50/case
11	Alcohol (16 oz.) Pro Advantage P907016		12 Bottles/case	$15.75/case
12	Menu Tissue Paper (12x12) (sheet headrest without slit) GrahamMedical 902		1000/case	$15.00/case
13	Cotton tipped applicators - (6"– non sterile) 540500 Gen	1000/Box	10 Boxes/case	$4.50/Box

Bidder/Company Name: AOSS Medical Supply, LLC.
Address: 4971 Central Ave
City/State/Zip: Monroe, LA 71203
Phone No/Fax No: (318)325-8290 (318)325-8299
Cell Phone No: (318) 557-8303
E-Mail Address: Greg@AossMedical.Com
Authorized Signature: - Greg Welch
Title: Corporate Contracts

OPENED 9:51 10/21/15 Witnessed

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Wendy Palato
The Nowell Agency, Inc. 7116 Siwell Rd. Byram MS 39272	PHONE (A/C, No, Ext): (601) 372-5554 FAX (A/C, No): (601) 372-5590 E-MAIL ADDRESS: wendy.palato@nowellagency.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Alpha Omega Systems & Services, Inc. 4971 Central Avenue Monroe LA 71203	INSURER A: Arch Insurance Company INSURER B: Travelers INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL15102912017 **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:			AWCGL0129301	11/1/2015	11/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			BA9A45225015	11/1/2015	11/1/2016	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			AWEXS0129401	11/1/2015	11/1/2016	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
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		HKUB3206R38715	11/1/2015	11/1/2016	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

(956) 318-2629 purchasing@co.hidalgo.tx.u

Hidalgo County Purchasing Department
Purchasing Department
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rebecca Chandler/PPK Rebecca Chandler

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

Recommendation/Concurrence

TO Norma Longoria, Director
Hidalgo County WIC Program

ATTN: Mague Gonzalez, Admin.Assist. II **via email:** mague.gonzalez@wic.co.hidalgo.tx.us

FROM: Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department

DATE: **October 23, 2015**

RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST AND /OR REJECTION**
RFSQ No. 2015-321-10-21-HGO -Hidalgo County WIC Program- "MEDICAL SUPPLIES"

We have received five (5) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet with all participants along with lowest bid tabulation sheet for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the bidder meeting all specifications/requirements and/or rejection of all responses and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: heidi.ortiz@co.hidalgo.tx.us, Please return by October 27, 2015 by 10:00 a.m.**

Indicate the Recommendations and/or reason of rejection in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4877. Thank you for your attention to this matter.

COMMENTS/CONCERNS:
Please award entire bid to AOSS Medical Supply, which has the price.
Budget Acct No.: 5.1292.441.00.350.001.6.610

Norma L Longoria	Norma Longoria	WIC	10/29/15
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

TABULATION SHEET - w all participates

HIDALGO COUNTY – WIC PROGRAM

"MEDICAL SUPPLIES"

BID NO.: 2015-321-10-21-HGO

	COMPANIES	INTERBORO PACKAGING	HENRY SCHEIN DID NOT MEET REQUIREMENTS	CRAIG BRADNER SCHOOL NURSE SUPPLY	EMERGENCY MEDICAL PRODUCTS (EMP)	AOSS MEDICAL SUPPLY
	Samples & Catalog YES or NO	Samples Yes/ Catalog Yes	Samples No/ Catalog Yes	Samples Yes/ Catalog No	Samples Yes/ Catalog No	Samples Yes/ Catalog No
	MEDICAL SUPPLIES UNIT COST					
1	Sterile Surgilance –One Step Lancets	No Bid	$11.60 bx	$15.25 bx	$ 9.63 bx	$ 9.40 bx
			100 qty per bx	100 qty per bx	100 qty per bx	100 qty per bx
			12 boxes per cs	N/A	15 boxes per cs	15 boxes per cs
2	Band-Aids – Sterile (¾ x 3)	No Bid	$ .99 bx	$ 1.72 bx	$ 1.17 bx	$ 2.15 bx
			100 qty per bx	100 qty per bx	100 qty per bx	100 qty per bx
			54 boxes per cs	12 boxes per cs	12 boxes per cs	24 boxes per cs
3	Alcohol Preps	No Bid	$ 1.22 bx	$ 2.05 bx	$ 1.28 bx	$ 1.25 bx
			200 qty per bx	200 qty per bx	200 qty per bx	200 qty per bx
			20 boxes per cs	20 boxes per cs	10 boxes per cs	20 boxes per cs
4	Sharps Containers (14 Qt)	No Bid	$8.77 ea	$ 4.97 ea	$ 7.42 ea	$ 65.00 cs
			1 qty per bx	1 qty per bx	N/A	
			20 ea per cs	N/A	20 ea per cs	10 ea per cs
5	Vinyl Exam Gloves- Small (powder free-non sterile)	$ 26.00 cs	$ 3.38 bx	$4.18 bx	$ 2.75 bx	$ 22.85 cs
		100 qty per bx	100 qty per bx	100 qty per bx	100 qty per bx	100 qty per bx
		10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs
6	Vinyl Exam Glove-Medium (powder free-non sterile)	$ 29.00 cs	$ 3.38 bx	$4.18 bx	$ 2.75 bx	$ 22.85 cs
		100 qty per bx	100 qty per bx	100 qty per bx	100 qty per bx	100 qty per bx
		10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs
7	Vinyl Exam Gloves-Large (powder free-non sterile)	$ 29.00 cs	$3.38 bx	$4.18 bx	$ 2.75 bx	$ 22.85 cs
		100 qty per bx	100 qty per bx	100 qty per bx	100 qty per bx	100 qty per bx
		10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs
8	Alasta Nitrile Gloves-Large (powder free-non sterile)	$ 42.00 cs	$9.95 bx	$6.70 bx	$ 4.95 bx	$ 73.50 cs
		100 qty per bx	200 qty per bx	100 qty per bx	100 qty per bx	200 qty per bx
		10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs
9	Cotton Glove Liners (12) per bag	No Bid	No Bid	No Bid	No Bid	$ 3.50 pk
						12 pr qty per bag
						N/A boxes per cs
10	Gauze (2x2)	No Bid	$ 1.31bg	$ 1.24 bx	$ .75 bx	$ 16.50 cs
			200 qty bags per bx	200 qty per bx	200 qty per bx	200 qty bags per bx
			25 boxes qty 200 bags per cs	40 boxes per cs	25 boxes per cs	25 boxes qty 200 bags per cs

TABULATION SHEET w all participates
HIDALGO COUNTY – WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO.: 2015-321-10-21-HGO

11	Alcohol (16 oz.)	No Bid	$1.05 btl	$ 1.62 ea	$ 1.54 ea	$ 15.75 cs
			16 oz btl	1 each qty per bx		N/A qty per box
			12 bottles per cs	12 bottles per cs	12 bottles per cs	12 bottles per cs
12	Menu Tissue Paper (12x12) (Sheet headrest without slit)	No Bid	No Bid	No Bid	No Bid	$ 15.00 cs
						N/A qty per bx
						1000 per cs
13	Cotton tipped applicators (6"–non sterile)	No Bid	$ 4.16 bx	$ 4.69 bx	$ 3.50bx	$ 4.50 bx
			1000 qty per bx	1000 qty per bx	1000 qty per bx	1000 qty per bx
			10 boxes per cs	10 boxes per cs	10 boxes per cs	10 boxes per cs

Lowest Bid
Did Not Meet Requirements

Hidalgo County Wic Program
"Medical Supplies"
RFB NO.: 2015-321-10-21-HGO

	CRAIG BRADNER SCHOOL NURSE SUPPLY	ITEMS
4	Sharps Containers (14 Qt)	$ 4.97
		1 qty per bx
		N/A

	AOSS MEDICAL SUPPLY	ITEMS
1	Sterile Surgilance-One Step Lancets	$ 9.40
		100 qty per bx
		15 boxes make a cs
5	Vinyl Exam Gloves – Small (Powder free- non sterile)	$ 22.85 cs
		100 qty per bx
		10 boxes per cs
6	Vinyl Exam Gloves – Medium (Powder free-non sterile)	$ 22.85 cs
		100 qty per bx
		10 boxes per cs
7	Vinyl Exam Gloves – Large (Powder free-non sterile)	$ 22.85
		100 qty per bx
		10 boxes per cs
8	Alasta Nitrile Gloves-Large (Powder free non-sterile)	$ 73.50 cs
		200 qty per bx
		10 boxes per cs
9	Cotton Glove Liners (12 per bag)	$3.50 pk
		12 pr qty per bag
		N/A boxes per cs
10	Gauze (2x2)	$ 16.50 cs
		200 qty bags per bx
		25 bxs qty 200 bags per cs
12	Menu Tissue Paper (12x12) (Sheet headrest without slit)	$ 15.00 cs
		Ea. qty per bx
		1000 per cs
13	Cotton Tipped Applicators (6" – non -sterile)	$ 2.73
		100 qty per bx
		10 boxes per cs

	Emergency Medical Products (EMP)	ITEMS
2	Band-Aids – Sterile (3/4 x 3)	$1.17 bx
		100 qty per bx
		12 boxes per cs
13	Cotton Tipped Applicators (6"-non sterile)	$3.50 bx
		1000 qty per bx
		10 boxes per cs

AI-52151 **Purchasing Department** **20. F. 1.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of scoring grid below (for the purposes of ranking by CC as qualified to continue process) of the responses received and evaluated in connection with RFP No. 2015-283-10-25-YSS Consulting Services for Self-Funded Insured Group Health for Hidalgo County Employees, in order to proceed forward with the negotiation portion of the procurement process;

	Alamo Insurance Group, Inc.	Crystal & Company	Jaime R. Solis Consulting	Valley Risk Consulting	Walker & Associates
Evaluator 1	98	85	10	68	87
Evaluator 2	97	91	52	88	92
Evaluator 3	95	85	63	87	86
Evaluator 4	94	86	11	50	84
Evaluator 5	98	98	0	83	85
Average Score	96.4	89.0	27.2	75.2	86.8
CC Rank					

b. Requesting authority for Purchasing Department to enter into negotiations with the number one (1) ranked proposer _____ for: Consulting Services for Self-Funded Insured Group Health for Hidalgo County Employees.

BACKGROUND

1. 17 packets were requested and distributed;
2. 5 packets were received;
3. All 5 were eligible for grading and scoring.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Pursuant to action by HCCC, the potential fiscal impact [assumption that #1 will be contracted] would need to identified and appropriated by DBM prior to executing the contract.

Attachments

part. log

accept log

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/12/2015 11:16 AM
Budget & Management	Veronica Ortiz	11/12/2015 11:39 AM
Auditor's Office	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Yvette Islas		Started On: 11/05/2015 03:51 PM
Final Approval Date: 11/13/2015		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

RFB-RFP-RFQ

RFP ACCEPTANCE DATE: OCTOBER 28, 2015 **RFP ACCEPTANCE TIME: 9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION –"HIDALGO COUNTY CONSULTING SERVICES FOR SELF-FUNDED INSURED GROUP HEALTH" **RFP NO: 2015-101-10-07-YSS**

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP E-MAIL ADDRESS PHONE & FAX NO.s
1. Alamo Insurance Group, Inc. Letty Garcia	Current Vendor	Yvette Salinas	10-05-15	3201 Cherry Ridge Drive San Antonio, TX 78230 210-930-6665 lgarcia@alamoinsgrp.com glooney@alamoinsgrp.com
2. Valley Risk Consulting Niki Puente	Email	Yvette Salinas	10-05-15	1200 Fresno, Suite C McAllen, TX 78501 956-664-1430 niki@vrcts.com
3. JT Insurance Agency, Inc. Pito Flores, CIC	Email	Yvette Salinas	10-05-15	5835 Callaghan Rd., Suite 320 San Antonio, TX 78228 210-521-8803 Ext 4 pflores@jtiai.com
4. Crystal & Company Carey S. Malek	Email	Yvette Salinas	10-06-15	18756 Stone Oak Parkway Suite 200, Office 263 San Antonio, TX 78258 210-598-5661 210-355-1085 cell Carey.Malek@crytslco.com
5. HMA, LLC (Hawaii-Mainland Administrators) Jeff Tsosie	Email	Yvette Salinas	10-08-15	jefftsosie@yahoo.com
6. Healthcare Horizons Consulting Group, Inc. Beverly Healey	Email	Yvette Salinas	10-08-15	One Cherokee Mills 2220 Sutherland Avenue Knoxville, TN 37919 865-684-2917 cell bhealey@healthcarehorizaons.com
7. Texas Insurance Service Center, Inc. Rebecca Silva	Email	Yvette Salinas	10-08-15	521 S 77 Sunshine Strip Harlingen, TX 78550 1-800-750-1490 becky@txisc.com
8. Wortham Insurance Services Dodd Dorsey, CBC	Email	Yvette Salinas	10-08-15	817-339-3179 dodd.dorsey@worthaminsurance.com

9. Digital Benefit Advisors Michael A. Grant	Email	Yvette Salinas	10-08-15	2800 River Rd #310 DesPlaines, IL 60018 773-427-2068 773-457-5407 cell 12201 Merit Drive, Suite 775 Dallas, TX 75251 214-389-9657 mgrant@digitalbenefitadvisors.com
10. HUB International Insurance Services Debbie Lopez	Email	Yvette Salinas	10-08-15	P O Box 981021 El Paso, TX 79998 915-206-6029 915-206-6023 debbielopez@hubinternational.com
11. Prime Vendor Inc. Kimberly Doumit	Email	Yvette Salinas	10-13-15	4622 Cedar Avenue, Bldg 5, Suite 124 Wilmington, NC 28403 800-746-9554 Bids20@prime-vendor.com
12. Arthur J. Gallagher & Co. Nick Long	Email	Yvette Salinas	10-13-15	281-773-8954 cell nick_long@ajg.com
13. Walker of Client Services Carea Aubrey Florez	Email	Yvette Salinas	10-13-15	careaaubrey@swbell.net
14. Leif Associates, Inc. Leif Associates, Inc.	Email	Yvette Salinas	10-15-15	1331 17th Street, Suite 350 Denver, CO 80202 303-294-0994 ejleif@leif.net
15. Holmes Murphey Julie Rickman	Email	Yvette Salinas	10-15-15	12712 Park Central Drive, Suite 100 Dallas, TX 75251 214-265-6309 800-882-5949 707-761-2257 cell JRickman@holmesmurphy.com
16. SB Solutions Kent Scherzinger	Email	Yvette Salinas	10-1-15	sbsolutions1@yahooo.com
17. Buck Consultants Donna Meyers Melinda Balezentis	Email Email	Yvette Salinas Yvette Salinas	10-20-15 10-20-15	713-658-3414 office 713-899-2945 cell donna.meyers@xerox.com 713-655-0623 832-816-7305 cell melinda.balezentis@xerox.com

VIA:
IN PERSON (IP) TELEPHONE REQUEST (TR) BIDDER LIST MAIL OUT (BLM) E-MAIL (EM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL ACCEPTANCE DATE: OCTOBER 28, 2015 | PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY –**CONSULTING SERVICES FOR SELF-FUNDED INSURED GROUP HEALTH"**

RFP NO: 2015-283-10-28-YSS

RFP	NAME OF COMPANY	ACKNOWLEDGED RECEIPT OF PROPOSAL
#1	Valley Risk Consulting, Inc.	1 original 7 copies
#2	Walker & Associates	1 original 7 copies
#3	Jaime R. Solis Consulting	1 original 7 copies
#4	Alamo Insurance Group	1 original 7 copies
#5	Crystal & Company	1 original 7 copies
#6		
#7		
#8		

AI-52232 **Purchasing Department** **20. G. 1.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Approval of Construction Change Directive #2 (as drafted/submitted through project engineering, Chanin Engineering, LLC reviewed/concurred by construction manager, Prodigy) in the amount of $25,915.75 (Allowance) so as to give general contractor, Central Air Heating Service, Inc. the notice to proceed, if applicable.

b. Approval of Change Order No. 1 in connection with the "Adult Detention and Law Enforcement Facility Repairs and/or Replacement," to credit the amount of $27,000.00 from contracted vendor, CAHS, Inc. and as recommended by project engineer, Chanin Engineering, LLC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1345-423-21-280-087-0-452

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT

Attachments

CO1

CD2

Form Review

Inbox	**Reviewed By**	**Date**
Auditor's Office	Monica Badillo	11/13/2015 10:15 AM

Form Started By: Rocio Villarreal Started On: 11/10/2015 04:03 PM

Final Approval Date: 11/13/2015

CONSTRUCTION CHANGE ORDER

PROJECT:	Hidalgo County ADC & LEF Repairs and/or Replacement	CHANGE ORDER NUMBER:	1	OWNER ■
		DATE:	11/16/2015	ENGINEER ■
	701 El Cibolo Rd. Edinburg, TX 78542	ENGINEER'S PROJECT NO.:	13159	CONTRACTOR ■
TO CONTRACTOR:				FIELD □
	CAHS Inc. TACLA010347E	CONTRACT DATED:	2/10/2015	PROJECT MANAGER ■
	3008 Spur 54 Harlingen, TX 78552	CONTRACT FOR:	No. C-14-047-01-20 PO#721107	

You are hereby directed to make the following change(s) in this Contract:

(Describe briefly any proposed changes or list any attached information in the alternative)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is as follows:

A) Reimbursment for Structural work not performed at ADC.

Total amount to be credited to the Owner.	**$ 27,000.00**

The original Contract Sum was	**$ 5,990,000.00**
The net change by previously authorized Change Orders	**$ 5,990,000.00**
The Contract Sum prior to this Change Order was	**$ 5,990,000.00**
The Contract Sum will be decreased by this Change Order in the amount of	**$ 27,000.00**
The new Contract Sum including this Change Order, will be	**$ 5,963,000.00**
The Contract Time will be unchanged by	**(0) days**

When signed by the Owner and Engineer and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Order (CCO), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contractor Time set forth in this CCO.

ENGINEER *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Address	Address	Address
BY (*Signature)*	BY (*Signature)*	BY (*Signature)*
Typed name	*Typed name*	*Typed name*
DATE	DATE	DATE

CONSTRUCTION CHANGE DIRECTIVE

PROJECT:	Hidalgo County ADC & LEF Repairs and/or	DIRECTIVE NUMBER:	2	OWNER ■
	Replacement	DATE:	11/16/2015	ENGINEER ■
	701 El Cibolo Rd. Edinburg, TX 78542	ENGINEER'S PROJECT NO.:	13159	CONTRACTOR ■
TO CONTRACTOR:				FIELD □
	CAHS Inc. TACLA010347E	CONTRACT DATED:	2/10/2015	PROJECT MANAGER ■
	3008 Spur 54 Harlingen, TX 78552	CONTRACT FOR:	No. C-14-047-01-20 PO#721107	

You are hereby directed to make the following change(s) in this Contract:

(Describe briefly any proposed changes or list any attached information in the alternative)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is as follows:

Adjustments to the allowances for the additional work as discribed below.

Allowances:	Original	CD #1*	CD #2**
Steel Columns	$ 25,000.00	$ 25,000.00	$ 25,000.00
Grout Repair	$ 5,000.00	$ 5,000.00	$ -
Replace Door and Re-heat wiring at 2 coolers and 1 freezer	$ 7,500.00	$ -	$ -
Remove single condensing unit, provide 2 condensing units, 1 for freezer and 1 for coolers	$ 19,000.00	$ -	$ -
Testing and Inspecting	$ 10,000.00	$ 10,000.00	$ 10,000.00
Owner Contingency	$ 130,000.00	$ 23,500.00	$ 2,584.25

* Amounts reflected in CD #1 column are based on approved Change Directive #1.

** Amounts reflected in CD #1 column are based on approved Change Directive #2.

A) Remove and Replace (8) food prep/sink counter in Kitchen.	$ (925.00)	CTO
All labor, material, and equipment nessesary to Remove and Replace (8) food prep/sink counter in Kitchen,	$ (323.00)	Pete's
replace existing corroded anchor brackets, chalk/seal, weld, connect copper piping furnished by owner.	$ (956.25)	JCF
Disconnect all ductwork, controls, electrical, plumbing and lift existing dishwasher for new tile.	$ (1,054.00)	CAHS
Total amount to be removed from Contingency Allowance.	**$ (3,258.25)**	
B) Repair CMU block wall.		
All labor, material, and equipment nessesary to remove existing brocken block and mortar,	$ (1,275.00)	JCF
install new reinforcement, block mortar, paint and secure stainless steel cap molding.	$ -	
Total amount to be removed from Contingency Allowance.	**$ (1,275.00)**	
C) Brace walls of coolers and freezer.		
All labor, material, and equipment nessesary to brace all rear walls of (3) existing walk-in coolers and	$ (1,572.50)	JCF
freezer, remove, disinfect stagnant water, adjust and seal all wall panels in (3) walk-ins.	$ -	
Total amount to be removed from Contingency Allowance.	**$ (1,572.50)**	
D) Replace electrical panel under prep area table.		
All labor, material, and equipment nessesary to replace electrical panel under prep area table	$ (722.50)	Pete's
Total amount to be removed from Contingency Allowance.	**$ (722.50)**	

E) RTU Condensation Lines on Roof

All labor, material, and equipment nessesary to install all additional RTU condensation lines required.	$ (2,780.00)	CAHS
Total amount to be removed from Contingency Allowance.	**$ (2,780.00)**	

F) LEF RTU Switch Units #16 & #9

All labor, material, and equipment nessesary to switch RTU units #16 & #98.	$ (4,250.00)	CAHS
Total amount to be removed from Contingency Allowance.	**$ (4,250.00)**	

G) RTU Metal Duct Replacement

All labor, material, and equipment nessesary to replace all RTU duct required.	$ (4,390.00)	CAHS
Total amount to be removed from Contingency Allowance.	**$ (4,390.00)**	

H) Supply (20) 18"x32" Splash Blocks

All labor, material, and equipment nessesary to provide owner with (20) 18"x32" concrete splash blocks	$ (680.00)	CAHS
Total amount to be removed from Contingency Allowance.	**$ (680.00)**	

I) Remove and repair (1) vandal proof floor sink.

All labor, material, and equipment nessesary to remove and repair (1) vandal proof floor sink and vandal	$ (1,775.00)	CTO
proof cleanout in, modify slope on existing cement floor to accommodate new drain and tile proper drainage.	$ (212.50)	Vintage
Total amount to be removed from Contingency Allowance.	**$ (1,987.50)**	

Total change for Contingency Allowance:	**$ (20,915.75)**

J) Grout Repair Allowance

All labor, material, and equipment nessesary to to address all grout repair issues throughout the facility.	$ (5,000.00)	CAHS
Total amount to be removed from Grout Allowance.	**$ (5,000.00)**	

Total change for Grout Repair Allowance:	**$ (5,000.00)**

2. The Contract Time is proposed to (be adjusted). The proposed adjustment, if any, is (an increase of 0 days).

When signed by the Owner and Engineer and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contractor Time set forth in this CCD.

ENGINEER *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Address	Address	Address
BY (*Signature)*	BY (*Signature)*	BY (*Signature)*
Typed name	*Typed name*	*Typed name*
DATE	DATE	DATE

AI-52027 **Purchasing Department** **20. G. 2.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received for the purpose of award and approval of contract document to the responsible vendor submitting the lowest and best bid and meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff Office - "Radiological Diagnostic & Related Mobile Services" for RFB 2015-311-10-21-YZV

BACKGROUND

Current Contract Expires: 12/31/2015

Recommended Vendor: LV Mobile Imaging LLC.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-423-21-280-002-0-339

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

BUDGETARY IMPACT:

2016 Budgeted amount for obj. 339 "Other Prof. Svcs." is $61,000.00

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-423-21-280-002-0-339

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

BUDGETARY IMPACT:

PO #718720 for L. V. Mobile Imaging, LLC; funds available as of 11-12-15.

Attachments

Legals-Approval.pdf
Acceptance-Participation Log
contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/10/2015 04:51 PM

Budget & Management	Veronica Ortiz	11/12/2015 11:33 AM
Ivan Cantu	Ivan Cantu	11/12/2015 01:07 PM
Auditor's Office	Monica Badillo	11/13/2015 10:15 AM

Form Started By: Yolanda Velasquez Started On: 10/29/2015 10:17 AM

Final Approval Date: 11/13/2015

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

RE: C-15-311-11-24-Radiological Diagnostic & Related Supplies

From : Steve Crain <scrain@atlashall.com> Thu, Nov 05, 2015 03:22 PM
Subject : RE: C-15-311-11-24-Radiological Diagnostic & Related Supplies
To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

The contract is fine.

-----Original Message-----
From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, November 05, 2015 3:04 PM
To: Steve Crain
Subject: C-15-311-11-24-Radiological Diagnostic & Related Supplies

Good afternoon Mr. Crain,

Please reviewa as to form with updated insurance attached.

Thank you.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----
From: "Yolanda Velasquez"
<yolanda.velasquez@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Sent: Wednesday, November 4, 2015 9:39:09 AM
Subject: Re: C-15-311-11-24-Radiological Diagnostic & Related Supplies

I will forward to you as soon as I receive it.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Yolanda Velasquez"
<yolanda.velasquez@co.hidalgo.tx.us>
Sent: Wednesday, November 4, 2015 9:04:26 AM
Subject: RE: C-15-311-11-24-Radiological Diagnostic &
Related Supplies

I thought you said you would take out the wrong insurance certificate.

-----Original Message-----
From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, November 04, 2015 8:19 AM
To: Steve Crain
Subject: Re: C-15-311-11-24-Radiological Diagnostic &
Related Supplies

Good morning Mr Crain,

I was following up on contract. To see if ready as to form.

Thanks

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----
From: "Yolanda Velasquez"
<yolanda.velasquez@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Sent: Tuesday, November 3, 2015 10:18:45 AM
Subject: C-15-311-11-24-Radiological Diagnostic & Related

Supplies

Good morning,

Please review as to form the "Radiological Diagnostic Service Contract" . I have working on placing an agenda for the 24th of November.

Thanks and have a great Tuesday...

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE SHEET

BID OPENING DATE: October 21, 2015 @ 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: ***Hidalgo County Sheriff's Office-Radiological Diagnostic & Related Mobile Services For Inmates"***

BID NO.: 2015-311-10-21-YZV	**Buyer: Yolanda Velasquez**

	NAME OF COMPANY	**1 – Original / 3 - Copies**
1)	L. V. Mobile Imaging, LLC	√
2)	Calera Inc. d/b/a Rio Grande Valley Mobile X-Rays	√
3)		
4)		
5)		
6)		
7)		
8)		
9)		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: October 21, 2015 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: ***Hidalgo County Sheriff's Office-Radiological Diagnostic & Related Mobile Services For Inmates"***

BID NO.: 2015-311-10-21-YZV | **Buyer: Yolanda Velasquez**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	RGV Mobile X-Rays Raul Zarate	Email	rzarate@rgvmxrays.com YZV	10/05/15	1421 Sioux Rd Alamo, TX 78516 Tel: 956-783-9779
2)	LV Mobile Imaging, LLC Viola Longoria	Email	violaxray@yahoo.com	10/06/15	P. O. Box 3251 Brownsville, TX 78521 Tel 956-447-8300
3)	Merry X-Ray -/Source One Healthcare Sandra Newton	Email	Sandra.newton @merryxray.com	10/07/15	3029 E. Randol Mill Road Arlington, TX 76011 Tel: 972-206-0297
4)	Prime Vendor Inc. Kimberly Doumit		Bids20@prime-vendor.com	10/08/15	4622 Cedar Ave Bldg 5 Ste 124 Wilmington NC 28403 Tel: 800-746-9554
5)					
6)					
7)					
8)					
9)					
10)					
11)					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-311-11-17

THIS CONTRACT is made and entered into this **17TH** day of **November, 2015** by and between the **County of Hidalgo, Texas** ("County") and **L.V. Mobile Imaging L.L.C.** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for: **"Radiological Diagnostic & Related Mobile Services for Inmates" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County**

following a request for Services by the **Hidalgo County Sheriff's Office**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **January 1, 2016** and expiring on **December 31, 2016** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with

providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: L. V. Mobile Imaging, L.L.C.
Attn: Viola Longoria
P. O. Box 3251
Brownsville, Texas 78521

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability

shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

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.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY: L.V. Mobile Imaging, LLC

By:_____

Printed Name: Viola Longoria

Title: CEO

EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

October 05, 2015

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids- **"Radiological Diagnostic & Related Mobile Services for Inmates"**
Bid No: 2015-311-10-21-YZV

Dear Gentleman/Ladies:

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 bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

Hidalgo County Sheriff's Office

"Radiological Diagnostic & Related Mobile Services for Inmates"

Bid No: 2015-311-10-21-YZV

Table of Contents

Item	Description	No. of Pages
1.	**Request for Bid Letter**	1
2.	**Request for Bid, Legal Notice**	8
3.	**Exhibit "A" Specifications/Requirements**	5
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 Service Contract**	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to yolanda.velasquez@co.hidalgo.tx.us , and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

October 05, 2015
Date

Bid No: 2015-311-10-21	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY (ALL FUNDING SOURCES)
"RADIOLOGICAL DIAGNOSTIC & RELATED MOBILE SERVICES"

BID OPENING DATE

OCTOBER 21, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"RADIOLOGICAL DIAGNOSTIC & RELATED MOBILE SERVICES"** 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-2015-311-10-21-YZV-"RADIOLOGICAL DIAGNOSTIC & RELATED MOBILE SERVICES"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, OCTOBER 14, 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-2015-311-10-21-YZV- "RADIOLOGICAL DIAGNOSTIC & RELATED MOBILE SERVICES"** 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 - **"RADIOLOGICAL DIAGNOSTIC & RELATED MOBILE SERVICES"** 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 –Safety Division
Rosie Luna, Administrative Assistant
9805 North 10th
McAllen, Texas 78504
(956)292-7030

17. Schedule of Events

Bid Opening, 9:30 AM	**OCTOBER 21, 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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid

for

HIDALGO COUNTY

"RADIOLOGICAL DIAGNOSTIC & RELATED MOBILE SERVICES"

BID NO.: 2015-311-10-21-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT-"A"

Specifications/Requirements

HIDALGO COUNTY SHERIFF'S OFFICE

"Radiological Diagnostic Related Mobile Services for Inmates"

Bid No: 2015-311-10-21-YZV

SCOPE:

County of Hidalgo is requesting qualified vendor(s) that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide "***Radiological Diagnostic & Related Mobile Services for Inmates Incarcerated in Hidalgo County Jail*** in a timely fashion; ensure that radiological diagnostic service meets County and state jail standards; ensure quality, yet cost effective; and provide such Services for Inmates Incarcerated in Hidalgo County Jail on an **"As Needed Basis."** Hidalgo County Human Services will assist the Hidalgo County Adult Detention Center with X-Ray services whenever possible for tuberculosis screening of inmates.

SERVICE LOCATION:

711 El Cibolo Road, Edinburg, Texas 78542.

SPECIFICATIONS:

The intent of this solicitation is to obtain the professional radiological diagnostic services of an x-ray lab with demonstrated relevant experience by not limited to the following:

1. Vendor must be able to demonstrate adequate medical equipment, adequacy of personnel, ease of mobility, fleet capacity, work experience, expertise, safety precautions for both testers and test subjects and administration.

2. All personnel technicians who will perform x-ray examinations must be skilled and possess any and all applicable licenses, certificates, permits required under national, state, county, municipal and/or local statutes, codes, regulation, ordinances and/or ruled to be in compliance.

3. Hidalgo County reserves the right to require services regardless of the number of patient(s) to be tested during any given visit.

4. Vendor shall furnish x-ray service to include all x-rays, whether single or a series.

5. If X-Ray's must be retaken for any reason except non-cooperation of the patient, contractor must waive all charges except for the X-Ray itself.

6. Vendor must contact Hidalgo County Sheriff's Office (Adult Detention Center) Registered. Nurse- Supervisor for any reports, concerns, questions etc. after the contract is in place.

7. Vendor must provide a designated person as the focal point for receipt of test results as is agreed between the user and contractor.

8. Vendor must submit an original invoice on each purchase order or purchase release after each delivery, indicating the following:

a.) Department Name & Address:	Hidalgo County Jail-Infirmary Department P. O. Box 1228 Edinburg, Texas 78539
b.) purchase order number; c.) the inmate name; d.) DOB e.) Sheriff's Office No.:	f.) Name of test or x-ray series g.) Date of Service i) Total amount due

9. The following are examples of our most common type of X-Ray, Ultrasounds, Sonograms, X-Ray Development and X-Ray Reading and Report to facility Services. Project including, but not limited to, the following: Services render but not limited to T.B. screening, Chest, Bilateral upper and lower extremities, back and shoulders.

X-RAYS	ULTRASOUNDS	OTHER
Chest	US Venous Doppler unilateral- 93971	Sonograms
Hands	US Retroperitoneal-76770	
Wrists	US Pelvic-76856	
Fingers	US Scrotum-76870	
Spinal	US Abdominal-76700	
Arms	US Abdominal-76705	
Back	US Extracranial/Carotid Duplex-93880	
Shoulders	US Bilateral Venous Duplex-93880	
Legs	US Soft Tissue Neck/Thyroid-76536	
Knees	US Bilateral Duplex Lower Extremity-93925	
Abdomen	US Extremity-76881	
Ankles	Retroperitone	
Face	Scrotum	
Feet	Pelvis	
Skull		
After Hours/Weekends/Holiday charges		
Setup Fee per Procedure		

EXHIBIT-"A"

Specifications/Requirements
HIDALGO COUNTY SHERIFF'S OFFICE
"Radiological Diagnostic Related Mobile Services for Inmates"
Bid No: 2015-311-10-21-YZV

REQUIRMENTS:

1) All equipment must meet standards of state and/or federal regulations on radiation including, but not limited to, Texas Department of Health Radiation Control Division. Maintenance of all equipment used must be the sole responsibility of the contractor and must be maintained in the best condition possible.

2) Vendor must be able to get testing done within 12 hours of the time requested from the Department. (As needed basis or emergency basis).

3) Hidalgo County requires service and turn around on a 48-hour basis.
- **a)** VERBAL interpretation within forty eight (48) hours, following the development of images.
- **b)** WRITTEN interpretations as a follow-up, not to exceed three (3) calendar days.

4) Due to security concern associated with a correctional facility, background checks on Employees of vendors who enter secure areas of the detention facilities may be required.

5) Vendor must be available Monday-Friday, after hours on weekends and Holidays as needed.

6) Vendor must have been in business for at least two years.

7) A list of a minimum of three (3) current references, other than Hidalgo County must be submitted with your bid for information, (i.e. nursing homes, clinics, doctor's offices…not individuals)--where like services have been performed. The bid should include, but not limited to the following:

a). Company
b). Contact Person
c). Phone Number
d). Worked Preformed
e). Contract Term

8) A monthly report will be required by the vendor, which should include the number of x-rays done, with the names of the inmates and the nurse that ordered the x-ray. This report should also include the abnormal findings.

TERMS & CONDITION:

1) Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2) County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4) Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.

5) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

6) Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions.

7) Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

8) Hidalgo County reserves the right to award the bid to ***MULTIPLE*** bidders if the County determines it is in its best interest to do so.

9) Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

10) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

11) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12) 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.

13) The successful bidder will indemnify and hold harmless the County, and its officers, Officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

14) County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **at 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to yolanda.velasquez@co.hidalgo.tx.us by no later than **Wednesday, October 14, 2015 5:00 p.m.,** Responses to said inquiries will be sent to all applicants via facsimile **and or email** no later than **5:00 p.m., Friday, October 16, 2015.**

EXHIBIT "B"

Bid Page

HIDALGO COUNTY SHERIFF'S OFFICE

"Radiological Diagnostic & Related Mobile Services for Inmates"

Bid No: 205-311-10-21-YZV

NIGP Commodity Codes: 948 Health Services (for Human Services see class 952)
948-97: X-Ray Services (incl. Dental)

DIAGNOSTICS PROCEDURES	TOTAL PRICE
X-RAY INDIVIDUAL	$
X-RAY READING AND REPORT TO FACILITY	$
SONOGRAMS	$
ULTRASOUNDS	$
Set-up Fee per procedure: (if applicable)	$
After Hours/Weekends/Holiday charges: (if applicable)	$
TOTAL	$

EXHIBIT "B"

Bid Page

HIDALGO COUNTY SHERIFF'S OFFICE

"Radiological Diagnostic & Related Mobile Services for Inmates"

Bid No: 205-311-10-21-YZV

NIGP Commodity Codes: 948 Health Services (for Human Services see class 952)
948-97: X-Ray Services (incl. Dental)

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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 bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-311-00-00

THIS CONTRACT is made and entered into this ____ day of _____, **2015** by and between the **County of Hidalgo, Texas** ("County") and _____("Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for: **"Radiological Diagnostic & Related Mobile Services for Inmates" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County**

following a request for Services by the **Hidalgo County Sheriff's Office**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **January 1, 2016** and expiring on **December 31, 2016** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with

providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid,

illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

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.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____

Printed Name: _____

Title:_____

EXHIBIT “B”

VENDOR’S BID PRICE & TABULATION

EXHIBIT "B"

Bid Page

HIDALGO COUNTY SHERIFF'S OFFICE

"Radiological Diagnostic & Related Mobile Services for Inmates"

Bid No: 205-311-10-21-YZV

NIGP Commodity Codes: 948 Health Services (for Human Services see class 952)
948-97: X-Ray Services (incl. Dental)

DIAGNOSTICS PROCEDURES	TOTAL PRICE
X-RAY INDIVIDUAL	$ 25.00
X-RAY READING AND REPORT TO FACILITY	$ 15.00
SONOGRAMS	$ 0.00
ULTRASOUNDS	$ 90.00
Set-up Fee per procedure: (if applicable)	$ 0.00
After Hours/Weekends/Holiday charges: (if applicable)	$ 80.00
TOTAL	~~$136.00~~ $ 130.00

OPENED
9:53
10/21/15
Witnessed

EXHIBIT "B"

Bid Page

HIDALGO COUNTY SHERIFF'S OFFICE

"Radiological Diagnostic & Related Mobile Services for Inmates"

Bid No: 205-311-10-21-YZV

NIGP Commodity Codes: 948 Health Services (for Human Services see class 952)
948-97: X-Ray Services (incl. Dental)

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Viola Longoria | L.V. Mobile Imaging LLC

ADDRESS: P.O Box 3251 (2) 1501 E. Pike

CITY/STATE/ZIP CODE: Brownsville TX 78521 | Weslaco TX 78596

PHONE & FAX NO'S: 956-447-8300 - 956-447-8301

CELLULAR NO: 956-358-9998

E-MAIL ADDRESS: Violaxray@yahoo.com

AUTHORIZED SIGNATURE: Viola

PRINTED NAME: Viola Longoria

TITLE CEO

OPENED
9:53
10/21/15
Witnessed

EXHIBIT “C”

INSURANCE REQUIREMENTS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/02/2015

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

Michael Camargo(194233L)
5500 N Mccoll Rd Unit B1
Mcallen TX 78504-2225

CONTACT NAME:
PHONE (A/C, No, Ext): 956-627-3636 FAX (A/C, No):
E-MAIL ADDRESS: mcamargo@farmersagent.com

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 :	

INSURED

LV MOBILE IMAGING LLC
1501 E PIKE BLVD
WESLACO TX 78596

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	Y		605144252	10/24/2015	10/24/2016	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 $ 75,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS	Y		605012602	05/24/2015	05/24/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ 500,000 $ 500,000 $ 500,000 $
	[ ] 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 [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A07084271	10/19/2015	10/19/2016	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)

1501 E. PIKE , WESLACO , TX 78596

CERTIFICATE HOLDER

HIDALGO COUNTY SHERIFF
711 E EL CIBOLO RD
EDINBURG, TX 78540

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

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AI-52082 **Purchasing Department** **20. G. 3.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to purchase One (1) New 2016 Ford Explorer Base FWD through the County's membership/participation with BuyBoard's awarded vendor, Caldwell Country Chevrolet/Ford (Contract #430-13) in the amount of $26,289.00 which includes delivery and a one time administration fee of $400.00-Project #2015-392-MEG.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-280-001-0-752

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

BUDGETARY IMPACT:

Req#285818
Funds available as of 11/12/15

FISCAL YEAR: 2015 **ACCT. #:** 5-1304-421-00-280-092-0-752

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

BUDGETARY IMPACT:

Req#285818
Funds available as of 11/12/15

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/10/2015 04:55 PM
Budget & Management	Veronica Ortiz	11/12/2015 11:38 AM
Auditor's Office	Monica Badillo	11/13/2015 10:15 AM

Form Started By: Elena Gomez Started On: 11/02/2015 03:57 PM
Final Approval Date: 11/13/2015

Req. 285818

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: HIDALGO COUNTY
Contact: RICHARD OZUNA
Phone/email:
Product Description: FORD EXPLORER BASE FWD

Caldwell Rep: MICHAEL WILEY
Phone/fax: 254-773-8824 / 254-773-8808
Date: Monday, November 02, 2015
email: mwiley@caldwellcountry.com

A. Bid Series: 104 **A. Base Price:** $ 25,181.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
K7B	2016 BASE MODEL	INCL			
	3.5L FFV V6; 6-SPD AUTOMATIC	INCL			
	F/R A/C; AM/FM/CD	INCL			
	CRUISE CONTROL	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	CLOTH SEATS	INCL			
	CARPET FLOORS	INCL			
	REAR VIEW CAMERA	INCL			
	7 PASSENGER	INCL			
	FOLD FLAT 3RD ROW SEAT	INCL			
	KEYLESS ENTRY	INCL			

Total of B. Published Options: $ -

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
BLACK	COLOR		
90-120 DAYS	DELIVERY		

Total of C. Unpublished Options: $ -

D.	**Pre-delivery Inspection:**	
E.	**Texas State Inspection:**	$ -
F.	**Manufacturer Destination/Delivery:**	$ -
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	
H	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ -
I.	**Contract Price Adjustment:**	
J.	**Additional Delivery Charge:** 354 **miles**	$ 708.00
K.	**Subtotal:**	$ 25,889.00
L.	**Quantity Ordered** 1 **x K =**	$ 25,889.00
M.	**Trade in:**	
N.	**BUYBOARD FEE PER PURCHASE ORDER**	$ 400.00
O.	**TOTAL PURCHASE PRICE WITH BUYBOARD FEE**	$ 26,289.00

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

2016 Fleet/Non-Retail Ford Explorer FWD 4dr Base K7B

WINDOW STICKER

2016 Ford Explorer FWD 4dr Base	Interior: - Medium Light Camel
3.5 L/213 CID Regular Unleaded V-6	Exterior 1: - Shadow Black
* 6-Speed Automatic w/OD	Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
K7B	2016 Ford Explorer FWD 4dr Base	$30,700.00
	OPTIONS	
998	ENGINE: 3.5L TI-VCT V6 (FFV)	INC
44J	TRANSMISSION: 6-SPEED SELECTSHIFT AUTOMATIC	$0.00
100A	EQUIPMENT GROUP 100A	$0.00
G1	SHADOW BLACK	$0.00
---	STANDARD PAINT	$0.00
7L	MEDIUM LIGHT CAMEL, CLOTH BUCKET SEATS	$0.00
	SUBTOTAL	**$30,700.00**
	Advert/Adjustments	$0.00
	Destination Charge	$945.00
	TOTAL PRICE	**$31,645.00**

Est City: 17.00 mpg
Est Highway: 24.00 mpg
Est Highway Cruising Range: 446.40 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 401.0, Data updated 8/25/2015
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Caldwell Country Ford
Address:	PO Box 27
	Caldwell, TX 77836
Phone Number:	(254) 773-8824
Email:	mwiley@caldwellcountry.com
Federal ID:	27-3037856
Contact:	Michael Wiley
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Vehicles, Heavy Duty Trucks & Options
Contract#:	430-13
Effective Date:	12/01/2013
Expiration Date:	11/30/2016
Service Fee:	Purchase order subject to a $400 service fee
Payment Terms:	Net 30 days
Delivery Days:	120
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Additional Info:	NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the b price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on t BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information has been communicated to Cooperative members.
Quote Reference Number:	430-13
Return Policy:	Negotiable

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Welcome **Elena** [Log Off]

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Shopping Cart

Vendor	Description	Part Number	Price	Qty	Total	
Caldwell Country Ford	Ford Explorer (K7B) Base Sport Utility. Explorer base package; 3.5L V6 engine, complete with all manufacturer's standard equipment. Line Item 104	Explorer	$25,181.00	1	$25,181.00	Remove Show Details
Caldwell Country Ford	Per Mile Delivery Fee for Vehicles. Line Item 137	Delivery Fee	$2.85	1	$2.85	Remove Show Details
				Grand Total:	**$25,183.85**	

Vendor	Description	
Caldwell Country Ford	5% Discount Off Caldwell Country Ford pricelist for Third Party Ford (not OEM) Options. Line Item 133	Remove Show Details

Empty Cart | Print | View Shopping Cart Report

Contact us 800-695-2919

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439
PH: 800-695-2919 · FAX: 800-211-5454 · www.vendor.buyboard.com

SERVICE FEE

By submission of a response to this Proposal Invitation, an awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of **$400 per purchase order** generated from any contract awarded under this Proposal Invitation. Proposer agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon receipt of each fee invoice. Proposer agrees to provide the Cooperative with copies of all purchase orders generated from Proposer's contract(s) that Proposer receives directly from Cooperative members for the purpose of billing and collecting the service fee and for compiling required purchasing history. Proposer further agrees that the Cooperative shall have the right, upon reasonable written notice, to review its records pertaining to purchases under any awarded contract to verify the accuracy of service fees payable by Proposer.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly marked as such by manually marking the information on each Proposal page.

ADDITIONAL INFORMATION:

An awarded vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposer's responding to this proposal invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

In the event that a specified model has been discontinued by the manufacturer, vendors should propose the direct replacement models with their proposal submission.

AWARD AND EVALUATION

This contract will be awarded based on the evaluation and award criteria set out in Section C.2 of the General Terms and Conditions to provide best value to Cooperative members.

Awarded proposals will not be active on the BuyBoard until price sheets or catalogs are submitted in the proper format to be posted to the BuyBoard.

TYPE OF CONTRACT

This is a "sealed proposal" based on unit prices and discount off catalog price. All discount percentages shall remain firm for the duration of the contract. In the event of price decreases, such price decreases shall be allowed for all products. Catalog/pricelist must be submitted with the Proposal.

By signing this Proposal, the Proposer certifies that the proposing entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, or licenses, necessary for lawful performance of its obligations under this contract.

The scope of services in this Proposal Invitation does not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architectural and professional engineering services.

Individual Cooperative members may in certain circumstances request background checks on an awarded Vendor's employees who will have direct contact with students, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history information.

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 003984249
Functional Area: Entity Management, Performance Information

ENTITY	Caldwell Automotive Partners, LLC	Status:Active
DUNS: 003984249	+4:	CAGE Code: 6X8E1 DoDAAC:
Expiration Date: Apr 7, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 800 State Highway 21 E City: Caldwell ZIP Code: 77836-4512		State/Province: TEXAS Country: UNITED STATES

AI-52069 **Purchasing Department** **20. H. 1.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: "Hidalgo County Pool of Professional Services" for the following;

A. Architectural Services RFQ 2016-001-01-27-YSS
B. Engineering Services RFQ 2016-002-01-27-YZV
C. Eng. Serv. Geotechnical & Construction Material Testing RFQ 2016-003-01-27-HGO
D. Construction Management Services RFQ 2016-004-01-27-MSS
E. Appraisal Services RFQ 2016-005-01-27-SMA
F. Surveying Services RFQ 2016-006-01-27-SGS

for selection on an "as needed basis" (through a grading/scoring, ranking, negotiation protocol-as established by CC) per project by Hidalgo County Commissioners' Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services effective March 16, 2016 through March 15, 2017.

BACKGROUND

This is a County Wide project and funding would need to be available and budgeted by user department(s). Pool of Professional Services will include all funding sources (i.e., R&B, CIP, CAP, General Fund, All Grants, etc) from all County Departments, Programs and Entities.

Proposed Schedule of Events:

1st Advertisement Date: January 09, 2016
2nd Advertisement Date: January 16, 2016

Acceptance Date: January 27, 2016

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

PO #718802 for AIM Media Texas Operating, LLC; funds available as of 11-12-15. Advertising expenses are incurred by Purchasing Dept, since this agenda item is considered a countywide advertisement for various pools for professional services.

FISCAL YEAR: 2015 **ACCT. #:** all funding sources

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

BUDGETARY IMPACT:

Since this is a countywide pool of professional service providers, funding would need to be identified by user department at the time services are required on an "as needed" basis.

Attachments

packet
backup
16.001 prf architectural pckt draft
RFQ 2016-002-PRF. ENGINEERING SERVICES.pdf
Appraisal Svcs Pool packet
RFQ: 2016-006-01-27-SGS

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/10/2015 04:52 PM
Budget & Management	Veronica Ortiz	11/12/2015 11:36 AM
Ivan Cantu	Ivan Cantu	11/12/2015 03:40 PM
Auditor's Office	Monica Badillo	11/13/2015 10:15 AM

Form Started By: Yolanda Velasquez Started On: 11/02/2015 11:32 AM

Final Approval Date: 11/13/2015

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 11, 2016

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.: 2016-003-01-27-HGO

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/hgo

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY

"Professional Engineering Services – Geo-Technical &Construction Materials Testing"

(Including all funding sources, programs, and entities)

RFQ NO: 2016-003-01-27-HGO

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	8
3.	Exhibit A, Requirements- Scope of Services, Additional specifications/Requirements	12
4.	Exhibit B, Evaluation Criteria and Evaluation Form	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, by U.S. Mail, or e-mail.

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2016-003-01-27-HGO

Acceptance Due Date: **January 27, 2016**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Heidi Garcia Ortiz, Buyer III
(956) 292-7000 Ext. 4877
heidi.ortiz@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, two (2) 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–2016-003-01-27-HGO - "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, January 27, 2016.**

   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 figure 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 & Geo-Technical 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.	**January 27, 2016**
Award of Contract:	2016
Commence Work or Deliver Products:	2016

16. HIDALGO COUNTY HOLIDAYS:

2016 YEAR	
New Year's Day	01/01/16
Martin Luther King Day	01/18/16
President's Day	02/15/16
Good Friday	03/25/16
Memorial Day	05/30/16
Independence Day	07/04/16
Labor Day	09/05/16
Columbus Day	10/10/16
Veteran's Day	11/11/16
Thanksgiving Day	11/24/16-11/25/16
Christmas Day	12/23/16-12/26/16
New Year's Eve	12/30/16

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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 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 to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for 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 nonconforming.

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

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2016-003-01-27-HGO

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, 2016 and ending March 15, 2017**. 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: 2016-003-01-27-HGO** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 27, 2016.** **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, two (2) copies, and eight (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 statement of qualification responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No. 2016-003-01-27-HGO,, "Professional Engineering Services – Geo-Technical & Construction Materials Testing", Opening Date of January 27, 2016 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 or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that 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 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 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) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
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, provide 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 heidi.ortiz@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 20, 2016 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 22, 2016. 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 respondents understanding of the projects 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 an appendix.** 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 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 material 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 provide 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 shall 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 plan 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: 2016-003-01-27-HGO

***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: 2016-003-01-27-HGO

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: 2016-003-01-27-HGO

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: 2016-003-01-27-HGO

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: 2016-003-01-27-HGO

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 shall 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: 2016-003-01-27-HGO

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) PER & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S 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 <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 any 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: 2016-003-01-27-HGO

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 "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, two (2) copies and eight (8) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

PURCHASING DEPARTMENT
County Of Hidalgo

January 11, 2016

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Construction Management Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2016-004-01-27-MSS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and 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/ms

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

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
"Construction Management Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2016-004-01-27-MSS

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	13
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, or by U.S. Mail, or e-mail.

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Construction Management Services Pool"

RFQ NO: 2016-004-01-27-MSS

Acceptance Due Date: **January 27, 2016**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Construction Management 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, 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 – 2016-004-01-27-MSS-"HIDALGO COUNTY (Including all funding sources, programs, and entities) Construction Management 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, January 27, 2016.**

   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 OF GOOD AND SERVICES 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), Construction Management 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 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Statements of Qualification Opening, 9:30 A.M.	**January 27 , 2016**
Award of Contract	_____, 2016
Commence Work or Deliver Products	_____, 2016

16. HIDALGO COUNTY APPROVED HOLIDAYS

2016 YEAR	
New Year's Day	01/01/16
Martin Luther King Day	01/18/16
President's Day	02/15/16
Good Friday	03/25/16
Memorial Day	05/30/16
Independence Day	07/04/16
Labor Day	09/05/16
Columbus' Day	10/10/16
Veteran's Day	11/11/16
Thanks Giving Day	11/24/16 and 11/25/16
Christmas Day	12/23/16 and 12/26/16
New Year's Eve	12/30/16

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)
2016-004-01-27-MSS
"Construction Management Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT SERVICES POOL

RFQ No.: 2016-004-01-27-MSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified firms/individuals in order to establish a pre-qualified Construction Management Services Pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool will be for a period starting from March 16, 2016 through **March 15, 2017.** The Hidalgo County Purchasing Department will receive sealed Statements of Qualifications for the provision of **"Construction Management Services Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 27, 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 SUBMITTAL/DELIVERY:

A total of **one (1) original and 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 responses, 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 2016-004-01-27-MSS, 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 participant 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 Respondent'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 moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 20, 2016 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 22, 2016. 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 term of the pool will be for a period of one (1) year or upon completion of project(s) unless project specific for more than one year.

DAVIS BACON ACT: Construction Manager (CM) when required by County will be responsible to monitor and enforce the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with funding for construction that contain similar minimum wage provisions.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ. The participating firm(s) may include copies of their current Professional Liability Insurance. (Refer to Exhibit C) as required by Hidalgo County and/or pertinent to the services provided.

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 selected professional Construction Manager will act as County's advocate and represent the County in managing the construction process including: pre-construction phases, contract administration, inspection, quality control, document control, schedule, cost management and project close out phases. The County of Hidalgo is seeking to contract with competent Contract Management firm(s), registered to practice in the State of Texas, which has had experience in, but not limited to, the following areas:

- General Design and Construction
- Preconstruction Services
- Pre-Design and Design Phases Services
- Procurement Phase Services
- Federal, State and County-funded construction projects
- Construction Phase Services
- Projects located in this general region of the state
- Close Out Phase Services

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 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 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 EDUCATION/EXPERIENCE SUBMITTAL:
This section will contain the assigned Construction Managers' course work, and/or degrees/diplomas earned from an accredited university/college etc. in the United States specifically pertaining to Construction Management and/or Construction Science. Hidalgo County will accept Construction Management experience in lieu of education. Two years experience may be substituted for each year of education. A minimum of a Bachelors Degree plus 5 years experience or equivalent is required (i.e. An Associate's Degree in a Construction Management related field plus a total of 9 years of varied Construction Management experience; or a combination education/experience that will meet a minimum of 13 years in varied Construction Management experience). A statement should also be included with the assigned Construction Managers' education, training, courses, experience, etc. in related field/work.

SCOPE OF SERVICES:

Construction Manager (CM) is to serve as the Construction Project Management representative for Hidalgo County and to oversight of the construction process, from pre-construction through project close-out, utilizing full-time representation on site.

CM, as Hidalgo County's Representative, will be authorized to issue and receive notices, correspondence and other communications, to meet with contracting parties and to in general represent the interests of Hidalgo County.

A. PROJECT APPROACH:

CM will represent Hidalgo County in the completion of the pre-construction process, oversee construction of projects and oversee the project close-out process. This representation will be conducted by a full time representative on site and will commence with the development of a Construction / Project Management Plan specifically tailored for the project.

- Construction/project management plan development

CM will work with Hidalgo County representatives to develop a Construction/Project Management Plan, which shall define and document all project requirements in narrative form. This document will serve to outline the scope of work of each of the team members and the plans and strategies for fulfilling those requirements.

During the development of the Project Management Plan, CM will develop a Master Schedule incorporating any current schedules developed by Hidalgo County and/or project architects/engineers. Once finalized and approved by Hidalgo County representatives, the schedule will serve as the road map for construction, FF&E procurement and project close-out activities. Once the contractor has been selected, the Master Schedule will be updated to reflect major activities included in the more detailed construction schedule.

- Master Project Budget Development

In addition to developing the Master Schedule, CM will propose to develop a Master Project Budget, which will include all existing budgets prepared by Hidalgo County and/or project architects/engineers. This Project Budget will be utilized to track costs for all components of the project including, but not limited to: design fees, construction costs, FF&E costs, etc. CM will also perform a detailed analysis of the construction budget to better understand the anticipated costs, which will enable the County to be prepared for the bidding / buyout process.

- Basic Components of Project Management Plan

In addition to the Master Schedule and Project Budget, the following basic components of The Project Management Plan will be included but not limited in the plan and updated throughout the course of the project:

- Bid Packaging/Contracting Strategy
- Construction Management
- FF&E Procurement, Handling and Installation
- Facility Startup
- Project Closeout

B. PRE-CONSTRUCTION PHASE

- General Duties:

  - **Site Investigations**

    Prior to design, the CM will learn the about of the conditions at the site. This would include but not limited to the following:

    - Existing conditions assessment – (review existing in the field)
    - Site investigations: Need for fill clearing and/or grubbing
    - Access to the site
    - Amount of lay down area available
    - Utility availability and routes into site
    - Constraints (railroad locations, adjacent schools, noise, etc…)
    - Note surface conditions
    - CM will obtain all available existing plots and plans of the areas to obtain Information that will include:

- Size of the Site
- Existing structures
- Existing roads and rights-of- away
- Easements

- **Site Visit**

o Visiting the site is critical to a successful project and therefore program. Verifying existing conditions to ensure no hidden or differing site conditions exist will help to minimize costly changes in the future. CM will investigate the area and conditions around the site that could affect the work. During the site the following will be investigated but not limited to the following:

Traffic studies for getting deliveries to the site

Utilities (Gas, water, electric, telephone, sewer, storm drain, etc…)

Neighborhoods affected (Who, What, When , and How we can affect the area)

- Design:

It is understood the design documents will be completed by project architects/engineers and are to be approved by Hidalgo County Commissioners' Court. CM is to assist the Project Team in finalizing and obtaining all required permits from the regulatory agencies, which includes all state, county, and local approvals. CM will develop a project management plan. The plan will consist of the following.

- Cost estimating
- Cost budgeting
- Cost control.

- Contractor Bid Solicitation and Selection

CM will work in conjunction with Hidalgo County and project architects/engineers to order to solicit, review and select the contractor. This will include assistance in the development of the bid packages, conducting any required pre-bid meetings, review of bid documents/proposals and the selection of the proposed contractor.

- Bid and Award

CM is to be involved with the bidding and award process including assistance in the preparation, issuance and execution of the various construction related contracts.

- Pre-Construction Conference

Once a contractor has been selected, CM will organize and conduct a pre-construction conference. The agenda will cover site organization, communications, correspondence, submittals, meetings, requisitions, change orders and schedule. This conference will include all project stakeholders including Hidalgo County representatives, architects/engineers (including their design consultants) and the contractor. A positive, pre-construction kick-off conference between all project stakeholders greatly increases the success of the project.

- Permits and Insurance

CM will confirm that all applicable permits have been applied for and issued and verify that insurance certificates have been filed as required prior to initiation of the work. In addition, CM will issue the Notice of Award and Notice to Proceed on behalf of Hidalgo County.

C. CONSTRUCTION PHASE

- General Duties

CM will operate as the Hidalgo County Representative in overseeing the day to day construction activities of all prime construction contracts to Hidalgo County. CM shall work to ensure all consultants and construction firms, as well as any third party CMs, required for the project fulfills their responsibilities to Hidalgo County.

- Construction Administration Procedures

CM will establish and maintain construction administration procedures. All communications between various members of the Project Team and the contractor(s) will be through the County's Contract Manager. These procedures will be detailed in the Project Management Plan.

- Field Reports

Construction Manager will ensure the contractor prepares a daily log of all project activity to include:

- Weather
- Contractor(s) manpower
- Contractor(s) equipment
- Material/equipment deliveries
- General description of work performed and location
- Issues and areas of concern or critical to job progress

- Monthly Progress Reports

Each month, CM will prepare a monthly report outlining the activities of the preceding month. The initial development of the report will occur in conjunction with Hidalgo County to ensure all required information is included. At a minimum, project will include the following information required by Hidalgo County:

- Updated program information
- Updated project information
- Updated budget information
- Updated schedule information
- Progress photos

- Progress Photo's:

Construction Manager will take and maintain a progress photo catalog on behalf of Hidalgo County. Each month, a disk of progress photos will be included in the Monthly Progress report. At the completion of the project, all photos will be transferred to Hidalgo County via the county's preferred method (i.e. disk, external hard drive, etc.).

- Project Progress Meetings

CM will organize, conduct, and document progress meetings involving the project architect/engineers, the contractor's principal personnel, and as required, Hidalgo County. Included in these meetings will be topics covering schedule, budget, quality control, submittals/shop drawings, etc.

- Schedule Review

CM will establish the documented procedure for tracking the construction schedule and all updates. It is anticipated that the contractor will provide weekly updates to the schedule during the project progress meetings; however, we also understand there will be a need to participate in stand-alone scheduling meetings. In addition to the weekly update schedules, CM will require the contractor to provide look-ahead schedules in order to ascertain activities that need Hidalgo County and/or architect/engineer involvement. These procedures will be included in the Project Procedures Manual and will tie closely with the Master Schedule.

- Change Order Review

CM will establish the documented procedure for initiating, negotiating, recommending approval to County and tracking contract change orders. These procedures will be included in the Project Procedures Manual and will tie closely with the Project Budget. In addition, CM will incorporate cost and schedule impact from change orders into the project cost reports and the project construction schedule.

- Quality Control

CM will monitor the terms of the contract with the General Contractor and expect project architect/engineer will monitor contractor compliance with the Construction Documents and the quality level expected for the project. Quality Control encompasses all phases of the work, such as approval of submittals, procurement, storage of materials and equipment, coordination of subcontractor's activities, and the inspections and tests required to be sure that specified materials are used and installation is acceptable to produce the required end product. CM will work with architects to assist in monitoring the quality of the work being performed and ensure the contractor maintains the quality expected as well provide any corrective action required for any identified deficiencies. In addition to the contractor, CM will monitor the activities of all testing inspection consultants, inclusive of testing laboratories, factory testing, on-site testing, etc. CM will develop monitoring and tracking procedures to be followed by all testing inspection consultants and will require results be provided on a weekly, or daily if needed, basis. Project architects and their consultants will be involved as required and any deficiencies will be corrected under the direction of the contractor with oversight by project architect, their consultants and/or CM.

- Safety and Health

CM will ensure that an accident-free and comfortable work environment is observed by eliminating recognized hazards from the workplace. CM health and safety program, and specific individual programs, have been developed to assure compliance with federal, state, and local regulations with particular emphasis on the Occupational Health and Safety Rules and Regulations that apply to our operations.

- Submittal / Shop Drawing Control

CM will work with project architects to establish a submittal / shop drawings process and tracking spreadsheet, which will then be monitored each week. The process will ensure both the contractor and project architects (and their consultants if required) are following the contractual timelines for submission and review of submittals / shop drawings as well as track when the equipment, materials, etc. are to arrive on site. CM will act as an intermediary between the design consultants and the contractor when required to ensure the project proceeds as required for the schedule. The most common culprit to delaying the submittal / shop drawing process is the contractor's lack of a proper review before submission; therefore, CM will work with the contractor to ensure the proper review occurs and develop plans for rectifying any re-occurring review issues.

- Payment Application Review

CM will develop a two-step process for the review and approval of the contractor payment applications:

• Step One - During the final week of each month, CM will conduct a payment application review meeting to include architects and the contractors for the purpose of reviewing a draft of the monthly payment application. Each line item will be reviewed and either accepted or noted for changes.

• Step Two – A second meeting will be held with the contractor to review the corrected payment application. If acceptable, CM will recommend approval to the project architects and Hidalgo County.
If changes need to occur, CM will work with the contractor to get all changes made as soon as possible for acceptance.

- Record Drawings

CM will monitor the preparation of record drawings by the contractor(s) during the course of the work.
Those dedicated marked-up construction drawings and specifications will be received at the completion of construction and transmitted to Hidalgo County.

- Substantial Completion/Final Completion

CM will manage the issue of certificates of substantial completion to all prime contracts, and the process of closing out contracts financially and with respect to all requirements of the contract drawings and specifications.

D. PROJECT CLOSE-OUT PHASE

Close-out Procedures
CM will coordinate all project closeout procedures. When the work is completed, all documents will be organized and transmitted to Hidalgo County, including record drawings, Operations & Maintenance data, warranties and guarantees and lien waivers.

- Occupancy Permits

CM will monitor the final inspections by the applicable regulatory agencies and coordinate the required occupancy permits.

- Operations & Maintenance Manuals and Training

CM will receive and log for transmittal to the Hidalgo County all required Operations and Maintenance data.

- Warranties/Guarantees

CM will work with project architects and contractors to ensure receipt of and then assemble for transmittal to Hidalgo County all applicable warranties and guarantees.

- Final Report

CM will prepare a final project report inclusive of all close-out documentation, progress photos, etc.

- Final Payment

CM, with input from project architects, will review the final payment request upon successful completion of all closeout items, including final punch list, all permits, substantial completion certificate(s), and resolution of any open claims or liens. Once CM, together with the architect, is satisfied that all contractual obligations have been complied with, CM will recommend approval and submit to Hidalgo County the final pay request.

Additionally, Statements of Qualifications should include, but not limited to the following information:

1) Firm name, address, phone number and person to contact regarding the Statement of Qualifications.
2) 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:
   - Copies of any related, diplomas/degrees, and/or achievements acquired by professional management staff.
   - Construction Management Services.
   - List of projects performed for Counties, Municipal Entities, State within the last five years.
   - General list of construction projects within the past year.
   - 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.
   - Ability to commence services immediately after successfully negotiating a contract for services.
   - Familiarity with the geographical area.
   - 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. Once selected, proposer is to provide a fee proposal based on the scope of work.

SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

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." The evaluation system consists of a 100-point system.

1. Professional Qualifications **(25)**

The firm should provide copies of assigned Construction Managers' course work, and/or degrees/diplomas from accredited university/college in the United States specifically pertaining to Construction Management and/or Construction Science. Two years experience may be substituted for each year of education. A minimum of a Bachelors Degree plus 5 years experience or equivalent is required (i.e. An Associate's Degree in a Construction Management related field plus a total of 9 years of varied Construction Management experience; or a combination education/experience that will meet a minimum of 13 years in varied Construction Management experience). A statement should also be included with the assigned Construction Managers' education, training, courses, experience, etc. in related field/work. Experience in Construction Management performed for Federal, State, County, City, School Districts, etc. projects will be accepted in lieu of education.

2. Experience of Project Team/Ability to Commit Resources **(25)**

In addition to the Construction Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. Response shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers 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 various projects proposed as similar work experience.

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, or other clients as stated in the Request For Qualifications (RFQ). Varied Construction Management 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.

3. Experience/Availability of Construction Manager **(20)**

The Construction Manager must have adequate experience in managing varied projects of a similar nature and scope and shall be registered to do business in the State of Texas; the Construction manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The Construction manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The Construction manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project **(20)**

The statement of qualifications shall include the following:

1) Demonstrate an understanding of the scope of services
2) Address appropriate Federal/State/Local regulations and policies
3) 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)**

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 Construction 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 Management 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, or Elected Official or User Department in need of Construction Management 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. 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 FORM
EXHIBIT "B"
CONSTRUCTION MANAGEMENT SERVICES
RFQ No. 2016-004-01-27-MSS

Selection Criteria	Points	Score
1. PROFESSIONAL QUALIFICATIONS (25 pts. max.) ➢ **Meets educational** background in Construction Management and/or Construction Science i.e.: o Bachelors Degree or o Associates Degree with 4 years experience in varied Construction Management to meet educational requirement o 8 years experience with Federal, County, City, School Districts, etc. in varied Construction Management to meet educational requirement, etc.	15	
➢ **Meets** additional minimum required **experience** of 5 years in providing the services of Construction Management and/or Construction Science to Federal, County, City, School Districts, etc.	10	
Comments/Rationale For Points:		**Total:**
2. EXPERIENCE OF PROJECT FIRM / ABILITY TO COMMIT RESOURCES (25 pts. max.) ➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Technical staff member with Federal, State, County, City, School District projects experience.	10	
Comments/Rationale For Points:		**Total:**
3. EXPERIENCE / AVAILABILITY OF CONSTRUCTION MANAGER (20 pts. max.) ➢ The Construction Manager must have adequate experience in similar nature and scope	5	
➢ Must be a Professional Construction Management registered in the State of Texas and must be included in Appendix	5	
➢ Construction 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 (20 pts. max.) ➢ Demonstrate an understanding of the scope of services	5	
➢ Knowledge and experience working with multiple entities, Federal, State, Counties, Cities, School Districts, etc. Ability to address appropriate Federal/ State/ Local Government regulations and policies.	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 pts. max.) ➢ 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:		

EVALUATION INFORMATION:

Project No.: _____

Project Name: _____

Department: _____

Firm/Participant: _____

Name of Evaluator: _____

Evaluator Signature: _____

Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ 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

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MANAGEMENT SERVICES"

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 or (956) 292-7612 in person or regular mail to: Mailing/Postal Address: 2812 S. Business Hwy. 281 Physical Address: 2802 S. Business Hwy. 281 Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

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:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | – | | – | | | | |

or

Employer identification number
| | – | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

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.

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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT SERVICES POOL

RFQ No.: 2016-004-01-27-MSS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be submitted in the RFQ response. If forms are not submitted, your response may be considered as non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" - Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" - CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" - Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, three (3) Copies, and eight (8) CD's containing a complete copy of Response.

_____ _____
Signature Date

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

January 11, 2016

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Architectural Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2016-001-01-27-YSS

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/yss

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Architectural Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2016-001-01-27-YSS

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	7
4.	Attachment B –Procurement Form –Areas of Specialization	1
5.	Exhibit B, Evaluation Criteria	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 11, 2016
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Architectural Services Pool"

RFQ NO: 2016-001-01-27-YSS

Acceptance Due Date: **January 27, 2016**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yvette Salinas, Buyer III
956-292-7000 Ext. 4874
yvette.salinas@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Architectural 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, 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–2016-001-01-27-YSS-"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Architectural 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, JANUARY 27, 2016.**

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 qualifications are 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 Architectural 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
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 27, 2016**
Award of Contract	_____, 2016
Commence Work or Deliver Products	_____, 2016

16. HIDALGO COUNTY APPROVED HOLIDAYS

2016 YEAR	
New Year's Day	12/31/15 and 01/01/16
Martin Luther King Day	01/19/16
President's Day	02/16/16
Good Friday	03/25/16
Memorial Day	05/30/16
Independence Day	07/04/16
Labor Day	09/05/16
Veteran's Day	11/06/16
Thanksgiving Day	11/24/16 and 11/25/16
Christmas Day	12/23/16 and 12/26/16
New Year's Eve	12/30/16

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 Architectural Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ARCHITECTURAL SERVICES POOL

RFQ No.: 2016-001-01-27-YSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects 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 Architects will be for a period starting **March 16, 2016 and ending March 15, 2017**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Professional Architectural Services Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 27, 2016. 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 and clearly marked and/or labeled with the Company's name, 2016-001-01-27-YSS (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 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: 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 yvette.salinas@co.hidalgo.tx.us BY NO LATER THAN Monday, January 20, 2016 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 22, 2016. 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 beginning **March 16, 2016 and ending March 15, 2017**, or upon completion of project(s) unless project specific for more than this time period.

DAVIS BACON ACT: All selected and awarded firms are required to include to the Davis-Bacon Act when advertising and developing project specifications when applicable.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ. The participating firm(s) may include

copies of their current Professional Liability Insurance (refer to Exhibit C) as required by Hidalgo County and/or pertinent to the services provided.

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 architectural firm(s) that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects
- Projects located in this general region of the state

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 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 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 AMERICAN INSTITUTE OF ARCHITECTS, licenses. The architectural firm(s) should include copies of their current Professional Liability Insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A.
- Building Design
- Plans, drawings and specifications
- Preparation of the Bid Packet

B.
- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

Additionally, Statements of Qualifications should include, but not be restricted to the following information:

A. Firm name, address, phone number and person 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 architectural certification from the Texas Board of Architectural Examiners.
3. General list of construction projects 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. Familiarity with the geographical area.

F. 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. Once selected, proposer is to provide a fee proposal based on the scope of work.

SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS: The evaluation system consists of a 100-point system.

1. Professional Qualifications of Team (25)

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, 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.

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 technical 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 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 various projects proposed as similar work experience.

3. Experience/Availability of Project Manager (20)

The Project Manager must be a certified A.I.A. Architect have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resume must be included in an appendix. Scope of relative projects must be included as well.

The criteria for qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

4. Understanding of Project (20)

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.

The RFQ must address knowledge and experience of working with multiple entities, such as counties,

cities, etc.

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).

The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Architectural 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, or Elected Official, or User Department, in need of Professional 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. 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.

ATTACHMENT "B"
PROCUREMENT FORM-AREAS OF SPECIALIZATION
HIDALGO COUNTY-PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ NO: 2016-001-01-27-YSS

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Architect's Registration No.:	_____

Area of Specialization:

	Design and Construction of Multi-Level Parking Structures		Design for New Construction
	Pre-Design Services		Design for Alterations/Renovations
	Space Planning		Interior Design
	Needs Assessment		Programming
	ADA Compliance		Forensic Studies
	Code Analysis		Cost Estimating
	Master Planning		

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: _____

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2016-001-01-27-YSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 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	
➢ Provide information on proposed professional Firm experience	5	
➢ One (1) certified A.I.A. Architect with educational background or strong experience in, but not limited to General Building Design & Construction; structural planning and design; needs assessment; interior design etc.	3	
➢ One (1) certified A.I.A Architect with educational background and strong experience in, but not limited to General Building Design & Construction; structural planning and design; needs assessment; interior design etc. who has designed and constructed at least two (2) projects in the area.	7	
Comments/Rationale For Points:		TOTAL _____
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ One (1) technical staff member with five (5) years experience	3	
➢ One (1) technical staff member with ten (10) years experience	7	
Comments/Rationale For Points:		TOTAL _____
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be a certified A.I.A. with adequate experience in similar nature and scope	5	
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager with two (2) types of projects plus be 50 % involvement with technical development of project	3	
➢ Project Manager with five (5) types of projects plus be 85-100 % involvement with technical development of project	7	
Comments/Rationale For Points:		TOTAL _____
4. Understanding of Project (20 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	
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		

Project Name:_____ Department:_____

Firm/Participant Name:_____

Evaluator's Signature/Name:_____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "PROFESSIONAL ARCHITECTURAL POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

HIDALGO COUNTY
PURCHASING DEPARTMENT
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 Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ARCHITECTURAL SERVICES POOL

RFQ No.: 2016-001-01-27-YSS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" Procurement Form-Areas of Specialization

_____ Exhibit "C" - Acknowledgement forms (pages 3 and 4)

_____ Exhibit "E" - Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, Three (3) Copies, and Eight (8) CDs containing a complete copy of Response.

_____ _____
Signature Date

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

January 11, 2016

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: 2016-002-01-27-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

DRAFT

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: 2016-002-01-27-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 11, 2016
Date

DRAFT

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2016-002-01-27-YZV

Acceptance Due Date: JANUARY 27, 2016

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

DRAFT

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, 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.: 2016-002-01-27-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, JANUARY 27, 2016.

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.	JANUARY 27, 2016
Award of Contract	MARCH 16, 2016
Commence Work or Deliver Products	_____, 2016

16. HIDALGO COUNTY HOLIDAYS

2016 YEAR	
New Year's Day	01/01/2016
Martin Luther King Day	01/18/2016
President's Day	02/15/2016
Good Friday	03/25/2016
Memorial Day	05/30/2016
Independence Day	07/04/2016
Labor Day	09/05/2016
Columbus Day	10/10/2016
Veteran's Day	11/11/2016
Thanksgiving Day	11/24/2016 & 11/25/2016
Christmas Day	12/23/2016 &12/26/2016
New Year's Eve	12/30/2016

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.

DRAFT

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: _____

DRAFT

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2016-002-01-27-YZV

DRAFT

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, 2016 and ending March 15, 2017**. 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, JANUARY 27, 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 Wednesday, January 20, 2016** at 5:00 p.m. Responses will be sent to all applicants by **Friday, January 22, 2016 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

DRAFT

- 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.

DRAFT

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.

DRAFT

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-01-27-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: 2016-002-01-27-YZV

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Firm's Registration No.:	_____

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "PROFESSIONAL ARCHITECTURAL POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

HIDALGO COUNTY
PURCHASING DEPARTMENT
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 Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2016-002-01-27-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, 3 Copies, and 8 CD's containing a complete copy of Response.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

DRAFT

January 11, 2016

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisal Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-005-01-27-SMA

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/sma
Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(All funding sources, programs and entities)
"Professional Appraisal Services Pool"
RFQ No: 2016-005-01-27-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.	Exhibit B, Evaluation Criteria and Evaluation Form	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
09.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

DRAFT

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 11, 2016
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisal Services Pool"

RFQ NO: 2016-005-01-27-SMA

Acceptance Due Date: **JANUARY 27, 2016**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

DRAFT

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 Appraisal Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) copies** of all request for qualifications (RFQ) 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 – 2016-005-01-27-SMA"HIDALGO COUNTY (Including all funding sources, programs, and entities)-"Professional Appraisal Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 27, 2016.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualification considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

DRAFT

their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within ninety (90) days from the scheduled time to open qualifications.

8. County reserves the right to accept or reject any or all qualifications

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisal Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

DRAFT

- 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.	**January 27, 2016**
Award of Contract	_____, 2016
Commence Work or Deliver Products	_____, 2016

16. **HIDALGO COUNTY PROPOSED HOLIDAYS**

2016 YEAR	
New Year's Day	01/01/16
Martin Luther King Day	01/19/16
President's Day	02/15/16
Good Friday	03/25/16
Memorial Day	05/30/16
Independence Day	07/04/16
Labor Day	09/05/16
Columbus Day	10/10/16
Veteran's Day	11/11/16
Thanks Giving Day	11/24/16 and 11/25/16
Christmas Day	12/23/16 and 12/26/16
New Years Eve	12/30/16

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

DRAFT

themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;

- Be able to comply with the required or proposed delivery schedule;

DRAFT

- 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

DRAFT

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.

DRAFT

Request for Qualification
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Appraisal Services Pool"
RFQ No: 2016-005-01-27-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondents acknowledge receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

DRAFT

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)
REQUEST FOR QUALIFICATIONS

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ № 2016-005-01-27-SMA

DRAFT

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **March 16, 2016 and ending March 15, 2017.** The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 27, 2016.** **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 labeled with the Company's name, RFQ Number: 2016-005-01-27-SMA, Project title: "Professional Appraisal Services Pool" and Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQs, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a

DRAFT

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF QUALIFICATIONS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

DRAFT

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 e-mail or via facsimile to (956) 292-7612: sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 20, 2016 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 22, 2016 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specifies for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

DRAFT

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with an Appraisal firm(s) that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

DRAFT

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Request for Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

C. List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any current licenses and/or certifications as required by the STATE OF TEXAS.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2254.001, et seq.

DRAFT

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) ***Responsiveness:*** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) ***Firm Capabilities:*** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County

   g) Current workload
   h) Ability to commence various re-quested projects simultaneously
   i) Completion of projects within budgets

3) ***Staffing:*** **25 points**

   a) Qualifications of personnel - The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in Request for Qualifications.

DRAFT

2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

DRAFT

EXHIBIT "B"

EVALUATION CRITERIA

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No. 2016-005-01-27-SMA

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. RESPONSIVENESS ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL _____
2. FIRM CAPABILITIES ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL _____
3. STAFFING------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL
	Total Score	

DRAFT

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Exhibit "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING FOR "REAL ESTATE APPRAISERS POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit ____ LLC ____ Sole Proprietor ____ Other, Specify State Identification No.____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: ____ Date:____ Other:
Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:____Entry Date: ____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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 Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISALS SERVICES POOL

RFQ No.: 2016-005-01-27-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

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ 1 Original, 3 Copies, and 8 CD's containing a complete copy of Response.

_____ _____

SIGNATURE DATE

DRAFT

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

DRAFT

Date_____

_____
Participant's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications-**"Professional Surveying Services Annual Pool - Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2016-006-01-27-SGS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Surveying Services Annual Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2016-006-01-27-SGS

DRAFT

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	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Surveying Services Annual Pool"

RFQ NO: 2016-006-01-27-SGS

Acceptance Due Date: **January 27, 2016**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

DRAFT

Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 318-2626 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

1. Sealed Qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Surveying Services Annual 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) hard copies and eight (8) CD's 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–2016-006-01-27-SGS-HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **"Professional Surveying Services Annual 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, January 27, 2016.**

   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 qualifications 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.

DRAFT

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 Surveying Services Annual 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.

DRAFT

- 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.	January 27, 2016
Award of Contract	_____, 2016
Commence Work or Deliver Products	_____, 2016

16. **HIDALGO COUNTY APPROVED HOLIDAYS-**

2016 YEAR	
New Year's Eve & Day	01/01/16
Martin Luther King Day	01/19/16
President's Day	02/15/16
Good Friday	03/25/16
Memorial Day	05/30/16
Independence Day	07/04/16
Labor Day	09/05/16
Columbus Day	10/10/16
Veteran's Day	11/11/16
Thanks Giving Day	11/24 thru 11/25/16
Christmas Day	12/23 thru 12/26/16
New Years Eve	12/30/16

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, RFQ, 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

DRAFT

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.

DRAFT

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.

DRAFT

REQUEST FOR QUALIFICATIONS
For
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Surveying Services Annual Pool"
RFQ NO: 2016-006-01-27-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications 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: _____

DRAFT

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES ANNUAL POOL"

DRAFT

RFQ № 2016-006-01-27-SGS

Internal Use - Commodity Code: 925-86

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Surveying (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Surveyors will be for a period starting **March 16, 2016** and ending **March 15, 2017.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Professional Surveying Services Annual Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)-**REQUEST FOR QUALIFICATIONS** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 27, 2016. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the REQUEST FOR QUALIFICATIONS:

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, three (3) hard 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 labeled with the Company's name, RFQ Number 2016-006-01-27-SGS Project Title "Professional Surveying Services Annual Pool", and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQ's, bids, Qualifications 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

DRAFT

statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF 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's 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 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.

DRAFT

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or Request for Qualifications procedures must be received in the Purchasing Department via facsimile to (956) 292-7612 or via e-mail: **sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 20, 2016 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 22, 2016. 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.

DRAFT

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with surveying firm(s) that has had experience in, but not limited to, the following areas:

SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.
2. Topographical survey, including establishment of survey benchmark.
3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.
4. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

a) Firm name, address, phone number and person to contact regarding the Statement for Qualifications.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

c) List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

d) Ability to commence services immediately after successfully negotiating a contract for services.

e) Familiarity with the geographical area.

f) Statement regarding an Affirmative Action Program.

g) Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

DRAFT

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 required by State of Texas.

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.

DRAFT

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) **FIRM CAPABILITIES:** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various requested projects simultaneously
   i) Completion of projects within budgets

3. **STAFFING:** **25 points**
   a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Real Estate Surveyor Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Surveyor Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in RFQ.

DRAFT

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

DRAFT

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES ANNUAL POOL
RFQ NO: 2016-006-01-27-SGS

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL
	Total Score	

DRAFT

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AUTO ONLY 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					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____
Authorized Signature Date

_____
Company

_____
Address

_____
City, State, Zip

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.

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 email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

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:

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTEREST 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_____.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
"PROFESSIONAL SURVEYING SERVICES ANNUAL POOL"

RFQ No.: 2016-006-01-27-SGS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 3 Copies, and 8 CD's containing a complete copy of Response.

_____ _____
SIGNATURE DATE

DRAFT

AI-52286 **Closed Session** **21. C.**

CC - REGULAR

Meeting Date: 11/17/2015

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

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Bluebird

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/13/2015 09:01 AM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Michael Leo		Started On: 11/13/2015 08:45 AM
Final Approval Date: 11/13/2015		

AI-52287 **Open Session** **23. C.**

CC - REGULAR

Meeting Date: 11/17/2015

Submitted For: Michael Leo, COUNTY JUDGE

Submitted By: Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Bluebird

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/13/2015 09:01 AM
Purchasing Department	Monica Badillo	11/13/2015 10:15 AM
Form Started By: Michael Leo		Started On: 11/13/2015 08:52 AM
Final Approval Date: 11/13/2015		