AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
December 8, 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. **Constables:**

A. **AI-52469** Constable Pct. 3:
Discussion, consideration, and approval to appoint Willie Coy as Deputy Constable by Constable Lazaro Gallardo, Jr., Constable Pct. 3, in accordance with the Texas Local Government Code Section 86.011.

7. **Sheriff's Office:**

A. **AI-52501** 1. Approval of Memorandum of Understanding for Shooting Range Use/Training between the Hidalgo County Sheriff's Office and U.S. Marshals Service.
2. Authorization for County Judge, as authorized official, and County Sheriff to sign document.

B. **AI-52500** Operation Stonegarden (1284):
1. Authorization and approval to accept an extension for the 2014 Operation Stonegarden Grant (New termination date is 5/31/16).
2. Authorization and approval for County Judge, as authorized official, to sign required documents.

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

A. **AI-52499** Pursuant to Health & Safety Code Chapter 121, requesting approval to appoint Dr. Ivan Melendez, Physician, as the Hidalgo County Local Health Authority for the period of December 8, 2015 to December 7, 2017.

B. **Health Care Funding District:**

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

C. **Indigent Health Care Program:**

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

9. **Adult Probation:**

A. **AI-52494** Acceptance of Statement of Financial Position for FY 2015.

10. **Elections Administration:**

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

11. **Head Start Program:**

A. **AI-52497** Discussion/Approval of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII,1304.50(b) (1)-(b)(7) Beginning in October (Replace One Community Representative Vacancy-Commissioner Joe M. Flores, Precinct 3).

12. Planning Department:

A. AI-52482 Disscusion and possible action to execute the LPA Standard Utility Agreement for FM 1925 (Monte Cristo Road) with Tennessee Gas Pipeline Company.

B. AI-52440 Reimbursement of Financial Guarantee:
1. D. Flores Subdivision- Pct. 1
2. Oak Hill Ranch Ph. 1 Subdivision- Pct. 1
3. Oak Hill Ranch Ph. 2 Subdivision- Pct. 1
4. Vista Ridge Acres Ph. 1 Subdivision- Pct. 1
5. Vista Ridge Acres Ph. 3 Subdivision- Pct. 1
6. El Ramadero Subdivision- Pct. 4

13. Precinct #2 - Comm. Cantu:

A. AI-52533 Requesting approval of Amendment No. 1 to the Interlocal Cooperation Agreement with the City of San Juan approved by CC 10/14/14 (AI#46887). The Amendment will change the project limits for the Sioux Road Improvements from I Road approx 3,500 LF East of Raul Longoria to I Rd to Cesar Chavez Road.

14. Precinct #4 - Comm. Palacios:

A. AI-52518 Resolution in Honor of Ramiro Garza Jr. for 15 years of service with the City of Edinburg

B. AI-52537 1. Approval of Interlocal Cooperation Agreement between County of Hidalgo and City of McAllen, Texas concerning certain improvements to Mile 5 from Taylor Road to FM 2220 (Ware Road)
2. In accordance with Texas Government Code Section 791.014, approval of proposed project regarding certain road improvements to Mile 5 from Taylor Road to FM 2220 (Ware Road)

3. Approval of Interlocal Cooperation Agreement between County of Hidalgo and City of McAllen, Texas concerning certain improvements to FM 1925 from 1,500 ft. west of FM 2220 (Ware Road) to 10th Street
4. In accordance with Texas Government Code Section 791.014, approval of proposed project regarding certain road improvements to FM 1925

from 1,500 Ft west of FM 2220 (Ware Road) to 10th Street

15. Budget & Management:

A. Budget Appropriations:

1. AI-52535 Tax Office (1246):
Approval of 2015 unappropriation of funds for the Tax Office Special Vehicle Inventory in the amount of $65,000.00.

16. 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. AI-52547 Texas Agrilife Extension Service:
Requesting approval of Requisition #288405 and Requisition #288381 in order to purchase needed supplies and a printer due to not meeting purchase order deadline of November 6, 2015

B. Budget and Management:

1. AI-52528 Approval and acceptance of the negotiated agreement between Hidalgo County and Brown & Brown Lone Star Insurance Services, Inc. dba Alamo Insurance Group (ranked by HCCC on 11-17-15) including the Best And Final Offer (BAFO) for RFP No: 2015-283-10-28-YSS Consulting Services for Self-Funded Insured Group Health.

2. AI-52024 Acceptance and approval of invoices of Premiums/Fees (awarded by HCCC 10-27-15) and attached hereto as 2016-2017 Coverage Summary for Property and Casualty Insurance Policies in the total amounts of $639,346.00 McGriff Seibels & Williams of Texas, Inc. and $1,751,297.00 to Montalvo Insurance Agency effective January 01, 2016 through January 01, 2017 with authority for County Treasurer to issue

checks after review, audit and processing procedures completed by County Auditor with the authority for Court Member or Commissioner's Court Executive Officer to sign any applicable documentation.

C. Sheriff's Office:

1. **AI-52530** Pursuant to County Auditor's request action to clarify (agenda item 51738 on 10/13/15) for Prodigy Construction Management, LLC, for construction management services for the Hidalgo County Sheriff's Office including but not limited to the following in order to process payment for additional scope of work and not to exceed $7,500.00 per month thru December 31, 2015:

   a) Reaffirming original amendment approved so as to process payment to Prodigy Construction Management, LLC, Invoice No. 1284 & 1285 (agenda item 52230 on 11/17/15);

   b) Modifying amendment (as per Auditor's request) to insert the wording under Article 4.2(a), "include an **additional** hourly cost...," so as to permit processing of payments.

D. Pct. 2

1. **AI-52529** Requesting approval of Supplemental Agreement No. 1 for Millennium Engineers Group, Inc., Contract No. C-14-300-09-09 resulting in a revision of the project limits from (I Rd East Approx. 7,580 LF) to (I Rd to Cesar Chavez Rd) with an estimated cost increase of $16,830.75 for services under Work Authorization No. 3 for the Pct 2 Sioux Rd Project (I Rd to Cesar Chavez Rd).

2. **AI-52480** A. Approval to rescind the action taken on 12/1/2015 AI#52441 to terminate R. Gutierrez Contract# C-07-358-09-04.
   B. Approval to terminate R. Gutierrez Engineering Corporation Work Authorization Nos. 5 and 8 of Contract# C-07-358-09-04.

E. Pct. 3

1. **AI-52523** Acceptance and approval of the following invoices submitted by contracted/project engineer L&G Consulting Engineers, Inc.:
   a. Invoice No. 11325365 - $15,304.48 - FM494-Shary Rd. Project;
   b. Invoice No. 11325356 - $68,800.00 - Mile 3 Project
   c. Invoice No. 11325363 - 3680.73 - Mile 2 N. Roadway Reconstruction.

F. Pct. 4

1. **AI-52464** A. Requesting approval of an (**On Call)** "professional services agreement" with **ARANDA & ASSOCIATES, INC.** for the purposes of [**Surveying Services**] for **"Road and Bridge, C.I.P. and other projects in General"** located within **Hidalgo County Precinct No. 4.**

   B. Requesting approval of an **(On Call)** "professional services agreement" with **DOS LOGISTICS, INC.** for the purposes of [**Engineering Services**] for **"Road and Bridge, C.I.P. and Other Projects in General"** located within **Hidalgo County Precinct No. 4.**

G. WIC

1. **AI-52336** Presentation of sole bid received for the purposes of award and approval of contract to the lowest bidder meeting all specifications and/or requirements (as detailed in the documentation contained herein) for Hidalgo County Women, Infant and Children (WIC) Program - for Request for Bid titled: "Lease of Office Space - McAllen-North Side" through project No.: 2015-366-11-18-HGO.

2. **AI-52223** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County WIC Program-"Lease Office Space- McAllen Clinic" RFB No.: 2016-014-00-00-SGS, including the re-advertising of project in the event No Bid responses are received and/or are rejected and project is still required.

H. Colonia Access Program Pct. 2

1. **AI-52498** Requesting approval to terminate Work Authorization No.1 under article 3.1 Termination Date of BCAP Contract # C-CAP 14-400-10-28 with R. Gutierrez Engineering Corporation for Las Fuentes Subdivision in Pct. 2.

I. Co. Wide

1. **AI-52408 HIDALGO COUNTY:**
   a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Sections-.024(a)(3)-"an item necessary because of unforeseen damage to public property;", and (7)-"an item that can be obtained from only one source, including"-(B) films,

manuscripts, or books -(D) "captive replacement parts or components for equipment;" and (11) "vehicle and equipment repairs":

b. Requesting authority to purchase repairs only (excludes maintenance for vehicles or equipment) for County-owned vehicles and equipment from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to extend through December 31, 2017;

c. Requesting authority to purchase parts for County-owned vehicles, equipment, heavy equipment and machinery from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to purchase through December 31, 2017;

d. Requesting authority to purchase books, publications, films and manuscripts as detailed in attachments herein for those applicable Elected Offices, Departments, Programs and/or Agencies as well as Specialized Local Entities through all funding sources;

e. Requesting exemption from competitive bidding requirements under Tx. Local Govn.Code, Chapter 262, Section .024(a)(8)(d)"an item of food for Sheriff Office, Adult Detention Facility, aka, County Jail), Texas Agrilife Extension Service including all other Hidalgo County Elected Offices, Departments, Programs and/or Agencies as well as Specialized Local Entities (i.e. Adult & Juvenile) through all funding sources with action valid through December 31, 2017;

f. Pursuant to same statute, specifically 262.024(d), action the following:
1. Solicitation of at least three (3) quotes by:
2. Telephone;
3. Written quotations;

g. Set the intervals for the solicitation of quotes for:
1. Current & historic time frame is 30 days;
2. Other as approved _____;

h. Presentation for approval of the proposed draft solicitation quote/bid form including, terms, conditions, requirements, as detailed on Hidalgo County Purchase Order document valid through December 31, 2017.

17. **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-52452** C-5679-15-I; Rolando Garcia v. Hidalgo County

D. **AI-52478** Claim of Time Warner Cable

E. **AI-52549** Notice of Claim - Josie Moreno & Tonie Moreno, et al v. Hidalgo County

18. 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

19. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-52453** C-5679-15-I; Rolando Garcia v. Hidalgo County

D. **AI-52479** Claim of Time Warner Cable

E. **AI-52550** Notice of Claim - Josie Moreno & Tonie Moreno, et al v. Hidalgo County

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

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

22. **Adjourn**

AI-52469 **Constables** **6. A.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3:
Discussion, consideration, and approval to appoint Willie Coy as Deputy Constable by Constable Lazaro Gallardo, Jr., Constable Pct. 3, in accordance with the Texas Local Government Code Section 86.011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-293-001-0-XXX

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

BUDGETARY IMPACT:

Monies budgeted within position 293-001 Slot #0016.

Attachments

Constable Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2015 11:36 AM
Purchasing Department	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Raquel Ramos		Started On: 12/02/2015 10:33 AM
Final Approval Date: 12/04/2015		

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

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

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

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

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

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

amount of the bond is recovered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBCHAPTER B. DEPUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) exempt from Chapter 1702, Occupations Code.

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

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

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

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

SUBCHAPTER C. POWERS AND DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AI-52501 **Sheriff's Office** **7. A.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Memorandum of Understanding for Shooting Range Use/Training between the Hidalgo County Sheriff's Office and U.S. Marshals Service.
2. Authorization for County Judge, as authorized official, and County Sheriff to sign document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact.

Attachments

MOU.USMarshals

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	12/03/2015 12:17 PM
Budget & Management	Veronica Ortiz	12/03/2015 01:10 PM
Purchasing Department	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Emilia Uriegas		Started On: 12/03/2015 11:56 AM
Final Approval Date: 12/04/2015		

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 U.S. MARSHALS SERVICE 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 U.S. MARSHALS SERVICE 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: _____ 11/16/15
Dagoberto Lopez, SDUSMS — Date

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

By: _____ Date: 11/30/15
Josephine Ramirez Solis, Assistant DA

AI-52500 **Sheriff's Office** **7. B.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Richard Ozuna, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Operation Stonegarden (1284):
1. Authorization and approval to accept an extension for the 2014 Operation Stonegarden Grant (New termination date is 5/31/16).
2. Authorization and approval for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant number: EMW-2014-SS-00029 (Federal)

14-GA-48215-02 (SAA--State Administrative Agency)

Grant was awarded to the Hidalgo County Sheriff's Office, PCT. 1, PCT. 2, PCT. 3, PCT. 4, and thirteen (13) city police departments: Alamo, Donna, Edinburg, Hidalgo, La Joya, Mercedes, Mission, Palmview, Penitas, Pharr, San Juan,Sullivan City, and Weslaco. Original grant award termination date: February 28, 2016
New termination date: May 31, 2016.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact, grant extension.

New termination date: May 31, 2016.

Attachments

GAN TC

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/03/2015 11:49 AM
Budget & Management	Veronica Ortiz	12/03/2015 11:54 AM
Manuel Chapa	Manuel Chapa	12/03/2015 01:34 PM
Purchasing Department	Monica Badillo	12/04/2015 05:24 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/03/2015 11:33 AM

Final Approval Date: 12/04/2015

Texas Department of Public Safety

2014 Grant Adjustment Notice
for

Hidalgo County

1. General Award Information	**Reference/Encumbrance No:**	
Date of Award: December 2, 2015	**Prepared By: Ding , Jiewei**	**3. SAA Award Number:** 14-GA 48215-02

4. Sub-Recipient Name and Address

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

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

Federal Grant Award Number: EMW-2014-SS-00029

Federal Granting Agency: U.S. Department of Homeland Security(DHS)
Federal Emergency Management Agency (FEMA)

Date Federal Grant Awarded to TxDPS: August 6, 2014

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$4,674,438.00

Grant Period:	
From:	**To:**
Sep 1, 2014	**May 31, 2016**

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

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).

8. Method of Payment: Primary method is reimbursement.

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

10. Agency Approvals

Approving TxDPS Official:

Jamie Youngs
Acting Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:



11. Sub-Recipient Acceptance

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

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

DUE DATE: January 16, 2016 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

2014 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

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

1. Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2014 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2014 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2014 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

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

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

2. Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2014 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2014 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2014 Funding Opportunity Announcement as binding.

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

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

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

3. Environmental Review

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

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

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

Historical Preservation Office.

4. Funding Obligations

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

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

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

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

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

5. Performance Period

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

6. Uniform Administrative Requirements, Cost Principles and Audit Requirements

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

A. Administrative Requirements

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

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

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

B. Cost Principles

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

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

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

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

C. Audit Requirements

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

D. Grant Guidance (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2014 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/media-library-data/1396016700388-fb23d813b8df0d8eab995c8f27c1ac3e/FY_2014_NSGP_FOA_Final_Revised.pdf.

7. DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 14, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards: http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf.

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

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

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

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

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

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

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

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

8. Operation Stonegarden (OPSG) Specific Conditions

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

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

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

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

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

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

9. State Requirements for Grants

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

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

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

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

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

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

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

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

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

e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Sub-recipient timely completes and files its reports.

10. Restrictions and General Conditions

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

B. Lobbying Prohibited. No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, or cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.

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

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

E. Cost Categories. There may be limitations on the use of HSGP and/or NSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2014 HSGP or NSGP FOA, Appendix C, Funding Guidelines.

1. Management and Administration
2. Planning

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

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

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

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

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

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

J. Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov, or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the information at least annually. Sub-recipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency(August 11, 2000), requires federal agencies to issue guidance to recipients of federal financial assistance, assisting such organizations and entities in understanding their language access obligations. DHS published the required guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient of federal financial assistance can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at

https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited
and additional resources on http://www.lep.gov.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

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

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

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

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

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

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

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

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

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

JJ. SAFECOM. Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications for awards under this Grant that provide emergency communication equipment and its related activities.

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

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

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

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

OO. Debarment and Suspension. Sub-recipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

PP. Non-Supplanting Requirement. Sub-recipient shall not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources for programs that prohibit supplanting by law. Where federal statutes for a particular program prohibit supplanting, Sub-recipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

11. Other Requirements

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

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

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

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

2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

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

12. Monitoring

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

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

13. Audit

A. Audit of Federal and State Funds. Sub-recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26).

B. Sub-recipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

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

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

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

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

14. Retention and Accessibility of Records

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

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

C. Inclusion in Subcontracts. Sub-recipient shall include the substance of this in all subcontracts.

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

15. Legal Authority

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

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

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

16. Notice of Litigation and Claims

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

17. No Liability for Employees and Officers

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

18. Non-Waiver of Defaults

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

19. Changes and Amendments

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

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

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

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

20. Headings

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

21. Venue

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

22. Suspension

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

23. Termination

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

1. The reason(s) for such termination;

2. The effective date of such termination; and

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

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

24. Enforcement

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

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

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

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

4. Withhold further awards for the program; or

5. Take other remedies that may be legally available.

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

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

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

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

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

25. Conflict of Interest

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

26. Closing of this Grant

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

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

C. The closeout of this Grant does not affect:

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official	Date

Exhibit C

Certifications

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

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

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

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

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

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Sub-recipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where Sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification)

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

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

G. Sub-recipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq. – which requires Sub-recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Sub-recipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

EXHIBIT D

State of Texas Assurances

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

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

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

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

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

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

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

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

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

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

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

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

AI-52499 **Health & Human Services Dept.** **8. A.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Pursuant to Health & Safety Code Chapter 121, requesting approval to appoint Dr. Ivan Melendez, Physician, as the Hidalgo County Local Health Authority for the period of December 8, 2015 to December 7, 2017.

BACKGROUND

In accordance with Health & Safety Code, Chapter 121, oath has to be administered on a biennium basis.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-441-00-340-001-0-331

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

BUDGETARY IMPACT:

Req #288319 for Ivan G. Melendez, MD; funds available as of 12-4-15; requisition will cover the months of Nov. & Dec. 2015 physician services @7K/month.

Attachments

Doc

TAC

Health Safety Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/03/2015 04:14 PM
Ivan Cantu	Ivan Cantu	12/04/2015 09:39 AM
Purchasing Department	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Mike Escaname		Started On: 12/03/2015 11:25 AM
Final Approval Date: 12/04/2015		

THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I ___Ivan Melendez, M.D._____
do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

_____
Affianced Signature

_____**Ivan Melendez, M.D.**_____
Printed Name

_____**Hidalgo County Health Authority**_____
Position to Which Elected/Appointed

____**Hidalgo**_____
City and/or County

SWORN TO and subscribed before me by affiant on this _____ day of _____ 20___.

_____
Signature of Person Authorized to Administer Oaths/Affidavits

(Seal)

_**Ramon Garcia**_____
Printed Name

__**Hidalgo County Judge**_____
Title

Pursuant to Tex. Const. Art. XVI, §1(b), (amended 2001). Revised by the Division for Regional and Local Health Services, February 2008.

OATH OF OFFICE
For Local Health Authorities in the State of Texas

I, ___Ivan Melendez, M.D._____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority of the State of Texas and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

____Ivan Melendez, M.D._____
Affiant

_____
Mailing Address ZIP

_____
(Area Code) Phone Number (day and evening)

_____
Email Address

SWORN TO and subscribed before me this _____ day of _____, 20___.

_____
Signature of Person Administering Oath

(Seal)

___Ramon Garcia_____
Printed Name

____Hidalgo County Judge_____
Title

Certificate of Appointment
For a
Local Health Authority

I, ___Ramon Garcia_____, acting in the capacity as a

(*Check the appropriate designation below*)

_____Non-physician and the Local Health Department Director
_____Mayor or Designee
___x_County Judge of Designee
_____Chairperson of the Public Health District

do hereby certify the physician, _____Ivan Melendez, M.D._____, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the Local Health Authority for ____Hidalgo County_____, Texas.

Date term of office begins __December 8 _____, 2015__

Date term of office ends __December 7_____, 2017_, unless removed by law.

The Local Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

_____Director, _____

_____City Council for the City of _____

__x__Commissioners Court for ____*Hidalgo*_____ *County*

_____Board of Health for the _____Public Health District

I certify to the above information on this the _____ day of _____, 20__.

_____
Signature of appointing official

(See reverse side for instructions)

Revised by the Division of Regional and Local Health Services, February 2008

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TITLE 25	HEALTH SERVICES
PART 1	DEPARTMENT OF STATE HEALTH SERVICES
CHAPTER 85	HEALTH AUTHORITIES
SUBCHAPTER A	LOCAL PUBLIC HEALTH
RULE §85.1	**Health Authorities**

(a) A health authority is a physician appointed under the Local Public Health Reorganization Act, Health and Safety Code, Chapter 121 by the governing body of a city, county, or public health district to administer the state and local laws relating to public health.

(b) A health authority must be appointed in a municipality or county that has established a local health department or public health district.

(1) The director of a local health department or public health district, if the director is a physician, shall be the health authority within the jurisdiction of the local health department or district.

(2) If a non-physician serves as the director of a local health department or public health district, the director shall appoint a physician to serve as the health authority within the jurisdiction of such local health department or district subject to the approval of the governing body of the local health department or public health district. No action is required by the Board of Health (board) to further approve the appointment.

(c) A health authority may be appointed, but is not required to be appointed, in a municipality or county that has not established a local health department or public health district unless it falls under subsection (d) of this section. The governing body of the municipality or the commissioners court of the county may appoint the health authority within its jurisdiction.

(d) A health authority serves for a term of two years and may be appointed to successive terms.

(e) A regional director of the department shall perform the duties of a health authority for a municipality, county, public health district, or entity authorized to appoint a health authority in a jurisdiction in the regional director's region in which there is no health authority. A regional director is a physician who is employed by the department and serves as the chief administrative officer of a region. A region is a geographic area of the State of Texas designated by the department.

(f) A regional director of the department may perform some or all of the duties of a health authority if an appointed health authority fails to perform duties prescribed by the board in this section. At the request of the appointing authority, a regional director may serve as a health authority because of the absence or incapacity of the appointed health authority. No action by the board is necessary to further approve a regional director's performance or service.

(g) A health authority shall perform each duty that is necessary to implement and enforce a law to protect the public health as stated in the Health and Safety Code, §121.024.

(h) An appointed health authority shall take the official oath required by the Texas Constitution, Article 16, §1, including the statement of appointed officer and file a copy of the oath and appointment with

the appropriate regional office within ten working days of the date of taking the oath.

(i) If a health authority ceases to hold office for any reason, the appointing authority shall immediately notify the department and appropriate regional director. When a new health authority has been appointed, the person will take the action outlined in subsection (i) of this section and notify the appropriate regional office of the change.

Source Note: The provisions of this §85.1 adopted to be effective February 3, 2000, 25 TexReg 576

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HEALTH AND SAFETY CODE

TITLE 2. HEALTH

SUBTITLE F. LOCAL REGULATION OF PUBLIC HEALTH

CHAPTER 121. LOCAL PUBLIC HEALTH REORGANIZATION ACT

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 121.001. SHORT TITLE. This chapter may be cited as the Local Public Health Reorganization Act.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.002. DEFINITIONS. In this chapter:

(1) "Essential public health services" means services to:

(A) monitor the health status of individuals in the community to identify community health problems;

(B) diagnose and investigate community health problems and community health hazards;

(C) inform, educate, and empower the community with respect to health issues;

(D) mobilize community partnerships in identifying and solving community health problems;

(E) develop policies and plans that support individual and community efforts to improve health;

(F) enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

(G) link individuals who have a need for community and personal health services to appropriate community and private providers;

(H) ensure a competent workforce for the provision of essential public health services;

(I) research new insights and innovative solutions to community health problems; and

(J) evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.

(2) "Physician" means a person licensed to practice medicine by the Texas State Board of Medical Examiners.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 1, eff. June 19, 1999.

Sec. 121.003. POWERS OF MUNICIPALITIES AND COUNTIES. (a) The governing body of a municipality or the commissioners court of a county may enforce any law that is reasonably necessary to protect the public health.

(b) The governing bodies of municipalities and the commissioners courts of counties may cooperate with one another in making necessary improvements and providing services to promote the public health in accordance with The Interlocal Cooperation Act (Article 4413(32c), Vernon's Texas Civil Statutes).

(c) The commissioners court of a county may grant authority under this subsection to a county employee who is trained by a health authority appointed by the county under Section 121.021, by a local health department established under Section 121.031, or by a public health district established under Section 121.041 and who is not a peace officer. The court may grant to the employee the power to issue a citation in an unincorporated area of the county to enforce any law or order of the commissioners court that is reasonably necessary to protect the public health. A citation issued under this subsection must state the name of the person cited, the violation charged, and the time and place the person is required to appear in court. If a person who receives a citation under this subsection fails to appear on the return date of the citation, the court may issue a warrant for the person's arrest for the violation described in the citation.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 562, Sec. 1, eff. Aug. 26, 1991.

Sec. 121.0035. REGULATION OF MOBILE FOOD UNITS AND ROADSIDE FOOD VENDORS IN CERTAIN POPULOUS AREAS. (a) In this section, "mobile food unit" and "roadside food vendor" have the meanings assigned under Section 437.001.

(b) A municipality with a population of 1.5 million or more and

a county with a population of 3.4 million or more shall enforce state law and rules adopted under state law concerning mobile food units and roadside food vendors in the same manner that the county or municipality enforces other health and safety regulations relating to food service.

Added by Acts 2005, 79th Leg., Ch. 1288, Sec. 1, eff. September 1, 2005.

Sec. 121.004. LOCAL HEALTH UNITS. A local health unit is a division of municipal or county government that provides public health services but does not provide each service required of a local health department under Section 121.032(a) or of a public health district under Section 121.043(a).

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.005. STATE AND LOCAL AFFILIATION; CONTRACTS. (a) A local health unit, local health department, or public health district may become affiliated with the department to facilitate the exchange of information and the coordination of public health services.

(b) To be affiliated with the department, a local health unit, local health department, or public health district must annually provide to the department information relating to:

(1) services provided;

(2) staffing patterns; and

(3) funding sources and budget.

(c) The department may contract with a local health unit, local health department, or public health district for the provision of public health services.

(d) The board may adopt rules necessary to implement this section.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.006. PUBLIC HEALTH SERVICES FEES; STATE SUPPORT. (a) The governing body of a municipality, the commissioners court of a county, or the administrative board of a public health district may adopt ordinances or rules to charge fees for public health services.

(b) A municipality, county, or public health district may not deny public health services to an individual because of inability to pay for the services. A municipality, county, or public health district shall provide for the reduction or waiver of a fee for an individual who cannot pay for services in whole or in part.

(c) The Uniform Grant and Contract Management Act of 1981 (Article 4413(32g), Vernon's Texas Civil Statutes) and standards adopted under that Act control, if applicable, if the local health unit, local health department, or public health district receives state support for the provision of public health services.

(c-1) A fee for a public health service charged in the jurisdiction of a public health district may be uniform throughout the district regardless of which governmental entity member of the district charges the fee. The fee may be set at an amount up to the highest amount charged by any governmental entity member of the district.

(d) In this section, "public health services" means:

(1) personal health promotion and maintenance services;

(2) infectious disease control and prevention services;

(3) environmental and consumer health programs;

(4) public health education and information services;

(5) laboratory services; and

(6) administrative services.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 810, Sec. 1, eff. September 1, 2007.

Sec. 121.0065. GRANTS FOR ESSENTIAL PUBLIC HEALTH SERVICES. (a) Subject to the availability of funds, the department shall administer a program under which appropriated money may be granted to counties, municipalities, public health districts, and other political subdivisions for use by the counties, municipalities, public health districts, and other political subdivisions to provide or pay for essential public health services.

(b) The grants authorized by Subsection (a) shall be distributed equally between urban and rural areas of the state.

(c) The board shall adopt rules governing:

(1) the allocation formula for grants awarded under this section;

(2) the manner in which a municipality, county, public health district, or other political subdivision applies for a grant;

(3) the procedures for awarding grants; and

(4) the minimum essential public health services to be provided under the grant and other standards applicable to the services to be provided under the grant.

(d) A municipality, county, public health district, or other political subdivision that receives a grant under this section, in consultation with the department, shall develop a plan to evaluate the effectiveness, accessibility, and quality of the essential public health services that are provided under the grant. The plan must:

(1) identify the outcomes that are intended to result from the use of the grant money and establish a mechanism to measure those outcomes; and

(2) establish performance standards for the delivery of essential public health services and a mechanism to measure compliance with those standards.

(e) The governing body of the municipality, the commissioners court of the county, or the members of a public health district may appoint a local health board to monitor the use of the money received under this section.

(f) A public health board established under Section 121.034 or 121.046 may serve as the local health board authorized under Subsection (e).

(g) The governing body of the municipality or the commissioners court of a county may serve as the local health board authorized under Subsection (e). If the governing body of the municipality or the commissioners court of the county elects to serve as the local health board, the governing body or commissioners court may appoint an advisory committee to advise the governing body or commissioners court with respect to the use of the money granted under this section.

(h) Chapter 783, Government Code, and standards adopted under that chapter control if applicable to a grant made under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0066. ESSENTIAL PUBLIC HEALTH SERVICES PROVIDED BY DEPARTMENT. (a) Subject to the availability of funds, the department may provide essential public health services for a population for which a municipality, county, public health district, or other political subdivision is not receiving a grant to provide those services under Section 121.0065.

(b) Subject to the availability of funds, the department shall develop a plan that complies with Section 121.0065(d) to evaluate the effectiveness, accessibility, and quality of essential public health services provided under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0067. EVALUATION AND REPORT OF DELIVERY OF ESSENTIAL PUBLIC HEALTH SERVICES. (a) The department, in cooperation with municipalities, counties, public health districts, and other political subdivisions that receive grants under Section 121.0065, and the consortium established under Subchapter F, shall evaluate:

(1) the effectiveness, accessibility, and quality of essential public health services provided under the grant program established by Section 121.0065 and under Section 121.0066; and

(2) the adequacy of funding for those services.

(b) Not later than January 1 of each odd-numbered year, the department shall file with the governor and the presiding officer of each house of the legislature a report detailing the results of the evaluation conducted under Subsection (a). The report must include recommendations relating to:

(1) legislation to improve the effectiveness, accessibility, and quality of essential public health services; and

(2) appropriate funding for those services.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.007. PUBLIC HEALTH REGIONS. (a) The board may designate geographic areas of the state as public health regions to provide public health services.

(b) The board shall appoint a physician to serve as regional director for each public health region. The regional director is the

chief administrative officer of the region. The board shall establish the qualifications and terms of employment of a regional director.

(c) The board or its designee may require a regional director to perform the duties of a health authority. The regional director may perform those duties, as authorized by the board or commissioner, in a jurisdiction in the region in which the health authority fails to perform duties prescribed by the board under Section 121.024. The regional director shall perform the duties of a health authority in a jurisdiction in the region in which there is not a health authority.

(d), (e) Repealed by Acts 1999, 76th Leg., ch. 1378, Sec. 8, eff. June 19, 1999.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 1, eff. Sept. 1, 1991; Acts 1999, 76th Leg., ch. 1378, Sec. 3, 8, eff. June 19, 1999.

Sec. 121.008. ANNUAL CONFERENCE. (a) The board shall hold an annual conference for health authorities and for directors of local health departments and public health districts. The commissioner or the commissioner's designee shall preside over the conference.

(b) A county or municipality may pay necessary expenses incurred by its health authority or director in attending the conference.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER B. HEALTH AUTHORITIES

Sec. 121.021. HEALTH AUTHORITY. A health authority is a physician appointed under the provisions of this chapter to administer state and local laws relating to public health within the appointing body's jurisdiction.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 2, eff. Sept. 1, 1991.

Sec. 121.022. QUALIFICATIONS. (a) A health authority must be:

(1) a competent physician with a reputable professional

standing who is legally qualified to practice medicine in this state; and

(2) a resident of this state.

(b) To be qualified to serve as a health authority, the appointee must:

(1) take and subscribe to the official oath; and

(2) file a copy of the oath and appointment with the board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.023. TERM OF OFFICE. A health authority serves for a term of two years and may be appointed to successive terms.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.024. DUTIES. (a) A health authority is a state officer when performing duties prescribed by state law.

(b) A health authority shall perform each duty that is:

(1) necessary to implement and enforce a law to protect the public health; or

(2) prescribed by the board.

(c) The duties of a health authority include:

(1) establishing, maintaining, and enforcing quarantine in the health authority's jurisdiction;

(2) aiding the board in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority's jurisdiction;

(3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to the board in the manner and at the times prescribed by the board;

(4) reporting to the board on any subject on which it is proper for the board to direct that a report be made; and

(5) aiding the board in the enforcement of the following in the health authority's jurisdiction:

(A) proper rules, requirements, and ordinances;

(B) sanitation laws;

(C) quarantine rules; and

(D) vital statistics collections.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.025. REMOVAL FROM OFFICE. A health authority may be removed from office for cause under the personnel procedures applicable to the heads of departments of the local government that the health authority serves.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER C. MUNICIPALITIES AND COUNTIES WITHOUT ORGANIZED LOCAL PUBLIC HEALTH DEPARTMENTS OR DISTRICTS

Sec. 121.028. APPOINTMENT OF HEALTH AUTHORITY. (a) The governing body of a municipality or the commissioners court of a county that has not established a local health department or a public health district may appoint a physician as health authority to administer state and local laws relating to public health in the municipality's or county's jurisdiction.

(b) The governing body of a municipality or the commissioners court of a county described by Subsection (a) that is receiving a grant under Section 121.0065 shall appoint a physician as health authority.

(c) An individual appointed to serve as health authority for a county or municipality may serve as the health authority for one or more other jurisdictions under an interlocal contract made in accordance with Chapter 791, Government Code.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 4, eff. June 19, 1999.

Sec. 121.029. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the time to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity that appoints the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991.

SUBCHAPTER D. LOCAL HEALTH DEPARTMENTS

Sec. 121.031. ESTABLISHMENT. The governing body of a municipality or the commissioners court of a county may establish a local health department by majority vote.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.032. POWERS AND DUTIES. A local health department may perform all public health functions that the municipality or county that establishes the local health department may perform.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 5, eff. June 19, 1999.

Sec. 121.033. DEPARTMENT DIRECTOR. (a) The governing body of a municipality or the commissioners court of a county shall appoint the director of the municipality's or county's local health department.

(b) The director is the chief administrative officer of the local health department, and if the director is a physician, the director is the health authority in the local health department's jurisdiction.

(c) The governing body of a municipality or the commissioners court of a county may designate a person to perform its appointment duties under this section.

(d) A director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to the approval of the governing body or the commissioners court, as appropriate, and the board.

(e) The governing body or the commissioners court, as appropriate, shall set the compensation of the director and the health authority in its jurisdiction, except that the compensation, including a salary, may be allowed only for services actually rendered.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989.

Sec. 121.0331. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician who is employed by the municipality's or county's local health department to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the delegation to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity or entities that appoint the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 7, eff. Sept. 1, 1991.

Sec. 121.034. PUBLIC HEALTH BOARD. (a) The governing body of a municipality that establishes a local health department may provide for the creation of an administrative or advisory public health board and the appointment of representatives to that board.

(b) The commissioners court of a county that establishes a local health department may provide for the creation of an advisory public health board and the appointment of representatives to that board.

(c) The director of the local health department is an ex officio, nonvoting member of any public health board established for the local health department.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER E. PUBLIC HEALTH DISTRICTS

Sec. 121.041. ESTABLISHMENT. By a majority vote of each governing body, a public health district may be established by:

(1) two or more counties;

(2) two or more municipalities;

(3) a county and one or more municipalities in the county; or

(4) two or more counties and one or more municipalities in those counties.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.042. ADMISSION TO DISTRICT. (a) Any governmental

entity, including a school district, may apply to become a member of a public health district.

(b) The governing body of each member shall review the application.

(c) The governmental entity may be admitted to membership on terms acceptable to the applicant and the members if a majority of the governing body of each member approves the application.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.043. POWERS AND DUTIES. (a) A public health district may perform any public health function that any of its members may perform unless otherwise restricted by law.

(b) For purposes of Section 121.005, a public health district shall be identified by its program of public health services and shall, at a minimum, provide the services listed for a local health department under Section 121.032(b).

(c) A public health district may sue and be sued.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 476, Sec. 3, eff. Aug. 26, 1991.

Sec. 121.044. COOPERATIVE AGREEMENT. (a) The members of a public health district shall prepare a written cooperative agreement that sets out fully the terms of operation of the district.

(b) The terms in a cooperative agreement must include:

(1) organizational structure;

(2) financial administration; and

(3) procedures for:

(A) modification of the cooperative agreement;

(B) admission, withdrawal, and expulsion of members;

(C) dissolution of the district; and

(D) selection and removal of a director.

(c) A cooperative agreement must be:

(1) approved by the governing body of each member; and

(2) signed by the appropriate officers of each governing body.

(d) A modification of a cooperative agreement must be in

writing. A modification is effective on approval by the governing body of each member.

(e) A copy of a cooperative agreement and of each modification shall be:

(1) included in the minutes of the governing body of each member; and

(2) filed with the clerk of each county and municipality in the district and with the department.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.045. DISTRICT DIRECTOR. (a) The members of a public health district shall appoint the director of the district.

(b) The director is the chief administrative officer of the public health district, and if the director is a physician, the director is the health authority in the district's jurisdiction.

(c) A member may designate a person to perform its appointment duties under this section.

(d) A director of a public health district who is not a physician shall appoint a physician as the health authority for the district, subject to the approval of the members and the board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989.

Sec. 121.0451. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician who is employed by the public health district to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with

the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the delegation to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity or entities that appoint the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 7, eff. Sept. 1, 1991.

Sec. 121.046. PUBLIC HEALTH BOARD. (a) The cooperative agreement of a public health district may provide for the creation of an advisory or administrative public health board.

(b) An advisory public health board shall advise the members and director on matters of public health.

(c) An administrative public health board may adopt substantive and procedural rules that are necessary and appropriate to promote and preserve the health and safety of the public. However, an administrative board may not adopt a rule that is not specifically authorized by state law, conflicts with a law of this state, or conflicts with an ordinance of a municipality or county in the district.

(d) A public health board may perform any function relating to the operation of the public health district that is required under the cooperative agreement.

(e) The terms of a cooperative agreement that provides for a public health board must include:

(1) the composition and number of the representatives that compose the public health board;

(2) a method for appointing representatives to the public health board;

(3) the length of the representatives' terms, which must

be staggered;

(4) a requirement that a representative must have resided in the district for at least three years before the date of the representative's appointment;

(5) a requirement that each representative serve without compensation;

(6) the manner in which a vacancy is filled for an unexpired term;

(7) the procedure and substantive criteria for the removal of a representative; and

(8) a description of the relationship between the director and the public health board.

(f) The director is an ex officio, nonvoting member of a public health board established by the cooperative agreement.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.047. FINANCES. The members of a public health district shall pay the costs necessary to operate the district, including costs for:

(1) staff salaries;

(2) supplies;

(3) suitable offices;

(4) health and clinic centers;

(5) health services and facilities; and

(6) maintenance.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER F. PUBLIC HEALTH CONSORTIUM

Sec. 121.101. DEFINITION. In this chapter, "consortium" means the public health consortium established under this subchapter.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999.

Sec. 121.102. CONSORTIUM ESTABLISHED. Subject to availability of funds, the department shall establish a public health consortium composed of:

(1) The University of Texas Health Science Center at San Antonio;

(2) The University of Texas M. D. Anderson Cancer Center;

(3) The University of Texas Southwestern Medical Center at Dallas;

(4) The University of Texas Medical Branch at Galveston;

(5) The University of Texas Health Science Center at Houston;

(6) The University of Texas Health Science Center at Tyler;

(7) the Texas Tech University Health Sciences Center;

(8) The Texas A&M University Health Science Center;

(9) the University of North Texas Health Science Center at Fort Worth; and

(10) any other public institution of higher education that elects to participate in the consortium.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999.

Sec. 121.103. GENERAL DUTIES. (a) Subject to the availability of funds, the department, in consultation with the consortium and local health units, local health departments, and public health districts, shall:

(1) develop curricula to provide training to public health workers;

(2) conduct research on improving health status outcomes and methods of monitoring those outcomes;

(3) develop performance standards for local health units, local health departments, and public health districts;

(4) develop competency certification standards for public health workers; and

(5) study the technology infrastructure available to local health units, local health departments, and public health districts and improve the use of this infrastructure to permit:

(A) statewide communication relating to disease surveillance and reporting of public health information; and

(B) immediate access to public health information and collaboration among public health professionals.

(b) The training curricula described by Subsection (a)(1) may

include training for local health authorities.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999.

AI-52494 **Adult Probation** **9. A.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

Acceptance of Statement of Financial Position for FY 2015.

BACKGROUND

Filing for informational purposes in accordance with Local Government Code, Section 140.004

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact; approval of report is for informational purposes only.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/04/2015 09:36 AM
Ivan Cantu	Ivan Cantu	12/04/2015 09:43 AM
Purchasing Department	Monica Badillo	12/04/2015 05:24 PM

Form Started By: Maria Castilleja Started On: 12/02/2015 04:59 PM

Final Approval Date: 12/04/2015

Texas Department of Criminal Justice
Hidalgo County, Texas
Community Supervision and Corrections Department
Statement of Financial Position
For the Period Ending August 31, 2015

ASSETS

Current Assets		
Cash		$ 1,528,988.58
Time Deposits		-
Time Deposits Flexi Cash		-
Advance to Adult Probation-change fund		200.00
Advance to Adult Probation-Old Admbld Chng Fund		200.00
Accounts Receivable		
Due From General Fund/Others	-	
Due From Federal Government	0.00	
Employee Travel Advance	0.00	
Interest Receivable	0.00	
Prepaid Services	989.52	
Others (Due from Trust Fund)	327,391.79	
Due to Grants LVL 9	0.00	
Due From/To DA CCP59	0.00	
Due From Clearing	0.00	
Due From Payroll Fund	0.00	328,381.31
TOTAL ASSETS		**$ 1,857,769.89**

LIABILITIES

Current Liabilities		
Accrued Salaries, Wages & Benefits	679,641.86	
Accounts Payable	258,128.22	
A/P Prior Year Accruals	0.00	
Due to State	72,004.64	
Accounts Payable Misc. Items	0.00	
Due to Other Funds	0.00	
Due to General Fund	30,249.44	
Due to Grants LVL 9	0.00	
Due to Clearing Fund	0.00	
Unclaimed property	47.00	
TOTAL CURRENT LIABILITIES		**$ 1,040,071.16**

Fund Balance for FY 2015

Basic Supervision	$ 817,698.73	
Mentally Impaired Caseload	0.00	
TAIP	0.00	
Drug Court	0.00	
Sex Offender	0.00	
Substance Abuse Treatment Facility	0.00	
Aftercare Services	0.00	
High Risk Caseload	0.00	
Reduced Risk Program	0.00	
Employment Program	0.00	
		$ 817,698.73
Total FY 2015 Fund Balance		$ 817,698.73
TOTAL LIABILITIES & FUND BALANCE		**$ 1,857,769.89**

ARNOLD K. PATRICK 12-3-15
CSCD DIRECTOR/GRANT RECIPIENT — DATE

RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR 12/7/15
FISCAL OFFICER — DATE

AI-52497 **Head Start** **11. A.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII,1304.50(b)(1)-(b)(7) Beginning in October (Replace One Community Representative Vacancy-Commissioner Joe M. Flores, Precinct 3).

BACKGROUND

Fiscal Impact

Attachments

Community Representative

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/03/2015 11:53 AM
Purchasing Department	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Linda Galaviz		Started On: 12/03/2015 11:15 AM
Final Approval Date: 12/04/2015		

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(coninued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-52482 **Planning Department** **12. A.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

Disscusion and possible action to execute the LPA Standard Utility Agreement for FM 1925 (Monte Cristo Road) with Tennessee Gas Pipeline Company.

BACKGROUND

Fiscal Impact

Attachments

email
DUL approval from division
DUL approval notice
FM 1925 LPA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2015 05:03 PM
Purchasing Department	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Flor Castillo		Started On: 12/02/2015 02:59 PM
Final Approval Date: 12/04/2015		

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

FW: Regular AI-52482 - Pct. 4 FM 1925 Tennessee Gas Pipeline Co

From : Linda Fong <linda.fong@auditor.co.hidalgo.tx.us> Mon, Dec 07, 2015 09:46 AM
Subject : FW: Regular AI-52482 - Pct. 4 FM 1925 Tennessee Gas Pipeline Co
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>
Cc : Dina Trevino <dina.trevino@co.hidalgo.tx.us>, ivan cantu <ivan.cantu@co.hidalgo.tx.us>

Please attach this email to AI-52482. Thanks.

From: TJ Arredondo [mailto:tj.arredondo@hchd.org]
Sent: Monday, December 07, 2015 9:23 AM
To: 'Linda Fong'
Subject: FW: Regular AI-52482 - Pct. 4 FM 1925 Tennessee Gas Pipeline Co

Ms. Fong, as per your request please see e-mail from Mr. Crain below.

T.J. Arredondo, CFM
Director of Planning

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, December 04, 2015 10:45 AM
To: 'TJ Arredondo'; 'Gregory S. Kazen'
Cc: rmacheska@lgengineers.com
Subject: RE: Regular AI-52482 - Pct. 4 FM 1925 Tennessee Gas Pipeline Co

The LPA as presented in this email is appropriate to be placed on the agenda of Commissioners Court.

From: TJ Arredondo [mailto:tj.arredondo@hchd.org]
Sent: Friday, December 04, 2015 9:38 AM
To: 'Gregory S. Kazen' <gskazen@atlashall.com>
Cc: 'scrain' <scrain@atlashall.com>; rmacheska@lgengineers.com
Subject: FW: Regular AI-52482 - Pct. 4 FM 1925 Tennessee Gas Pipeline Co

Greg, have you had a chance to look at this? I need your approval to place it on CC for Dec 8th.

Thanks.

T.J. Arredondo, CFM
Director of Planning

From: Linda Fong [mailto:linda.fong@auditor.co.hidalgo.tx.us]
Sent: Thursday, December 03, 2015 9:06 AM
To: tj.arredondo@hchd.org
Cc: Dina Trevino; debbie.tamez@co.hidalgo.tx.us
Subject: Regular AI-52482 - Pct. 4 FM 1925 Tennessee Gas Pipeline Co

Please attach legal counsel’s review and approval of the LPA Standard Utility Agreement.

Thanks.

Linda Fong
First Assistant Auditor
Hidalgo County Auditor's Office

Texas Department of Transportation

Memorandum

To: Homer Bazan, Jr. P.E.
Director of TP&D
Pharr District

Date: November 23, 2015

From: Jesse R. Cooper, RPLS
Maps, Survey & Utility Section
Right of Way Division

Subject: Utility Adjustment, U14591
LPA: Hidalgo County
Utility: Tennessee Gas Pipeline Company
RCSJ: 1803-02-033
CCSJ: 1803-02-028
FM 1925

Based upon the District's technical review and recommendation, the captioned LUP utility adjustment in the amount of **$262,984.00 is eligible 100.00%** for state cost participation.

The Hidalgo County may be notified to this affect. Reimbursement will be made to the County upon completion of audit and demonstration that the County has paid the utility (Form ROW-U-45).

A copy of the bid documents and form 1818 will be required prior to or at the time of final billing.

Enclosed is one copy of the Modified Utility Joint Use Agreement, for your further disposition. The modification has been approved by ROW attorney. State cost participation will be based on 23 CFR 645A. All quantities in the estimate portion of this agreement are preliminary, final quantities and participation will be based upon the actual scope of the work performed.

If you have any questions, please contact Mak Saeedi at 512-416-2957

Attachments

UTILITY JOINT USE ACKNOWLEDGEMENT
REIMBURSABLE UTILITY ADJUSTMENT

U-Number: 14591

ROW CSJ: 1803-02-033	County: Hidalgo
District: Pharr	Highway: FM 1925
Federal Project No.: N/A	From:
Projected Highway Letting Date: July, 2015	To:

WHEREAS, the State of Texas, ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**"), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, Tennessee Gas Pipeline Company, LLC, ("**Utility**"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to its pipeline easement on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto as Exhibit "A."

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that the State is amending its petition to drop Utility from *State of Texas and Hidalgo County v. MJVM, Ltd. and Tennessee Gas Pipeline Company, LLC*, Cause No. CCD-0251-A, County Court At Law No. 1, in Hidalgo County, Texas, such that the State is not condemning the Utility's easement.

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated in the plans attached hereto as Exhibit "B." Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, Utility agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described. This Agreement does not preclude Utility from asserting a regulatory taking if such regulation takes, damages, or destroys Utility's property interest.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **TxDOT** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be

Initial	Date	Initial	Date
TxDOT		Utility	

UJUAA

subject to the same rules and regulations as apply to the general public.

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the Utility for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas, including the rights to just compensation under the Texas Constitution and Tex. Transp. Code § 203.092 if TxDOT requires relocation of the pipeline.

Utility will, by written notice, advise **TxDOT** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the State or any other party with Utility's ability to proceed with the relocation, or any other event in which Utility has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Utility.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **TxDOT** makes no warranties or representations regarding the existence or location of utilities currently within the right of way.

Subject to Utility's notice requirements to TxDOT and subject to TxDOT regulations as outlined above, it is expressly understood that Utility has the right to utilize all areas of its easement, including the area between the pipelines.

The **Utility** and the **State**, by execution of this Acknowledgement, do not waive or relinquish any right that they may have under the law.

The signatories to this Acknowledgement warrant that each has the authority to enter into this Acknowledgement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY JOINT USE ACKNOWLEDGEMENT
REIMBURSABLE UTILITY ADJUSTMENT

UTILITY

Utility: Tennessee Gas Pipeline Company, L.L.C.
Name of Utility

By: J. W. M.
Authorized Signature Johnny W. McGee

Title: Vice President, Land and ROW and Agent and Attorney-in-Fact

Date: 10/28/15

EXECUTION RECOMMENDED:

District Engineer, _____ District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Director, Right of Way Division

Date: 11/23/2015

Texas Department of Transportation
600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

December 1, 2015

U-Number: U14591
Utility Adjustment, (LUP) Determination of Upper Limits
Tennessee Gas Pipeline Company
RCSJ No.: 1803-02-033
CCSJ No.: 1803-02-028
County: Hidalgo
Highway: FM 1925

L&G Engineering c/o Hidalgo County Precinct No. 4
2100 West Expressway 83
Mission, Texas 78572

Attention: Mr. Robert Macheska

Dear Mr. Macheska,

This letter serves as the notice of an approved utility adjustment Local Utility Process (LUP) Determination of Upper Limits. Hidalgo County may now execute the LPA Standard Utility Agreement (SUA) with Tennessee Gas Pipeline. This adjustment is 100 % percent reimbursable for all eligible costs estimated in the amount of $ 262,984.00. Reimbursement will be made to Hidalgo County upon completion of Audit and demonstration that the County has paid the utility (Form ROW-U-45). State cost participation will be based on Statute 23CFR 645A. All quantities in the estimate portion of the agreement are preliminary. Final quantities and participation will be based upon actual cost and scope of work performed.

The owner Tennessee Gas Pipeline fully accepts responsibility and liability for the design, construction, maintenance, and operation of this proposed adjustment. If during or after construction of Tennessee Gas Pipeline facilities a modification is necessary due to a revision of the utilities plans, your office/Hidalgo County should be notified prior to the implementation of the change. Any required revisions to the scope of work must be included in an amendment. The amendment must be prepared in advance and presented to the State for consideration prior to any work being performed. Also, the amendment must be executed and incorporated into the existing executed SUA.

All costs should be clearly defined and indicated in a line item format that should match the items shown in the original cost estimate. All major items should be supported by contractor invoices. Your final billing will need to compare the estimated quantities and cost to the actual quantities and cost. Tennessee Gas Pipeline must obtain a permit (TxDOT Form 1082) and attach it to the "As Built Plan" to the billing. Then an explanation of any overruns or underruns in the quantities or cost will need to be provided. The date construction began and ended should also be submitted with your final billing along with the address and telephone number of the location where the records may be audited.

If you have any questions, please contact Hazel Zepeda of this office at (956) 702-6129.

Sincerely,

Evan Roberts, P.E.
Pharr District, Project Development and Support

ER:HZ
cc: Honorable Ramon Garcia, Hidalgo County Judge
Honorable Joseph Palacios, Commissioner, Hidalgo County Pct. 4
Jacinto Garza, P.E., L&G Engineering
Behrooz Badiozzamani, P.E. L&G Engineering
Homer Bazan, Jr. P.E. Pharr District, Director of Transportation Planning and Development
Norma Y. Garza, P.E. Pharr District, Advanced Planning / Project Management Supervisor
Rene Garza, P.E. Pharr Area Engineer
Margil Maldonado, P.E. Pharr District, Project Manager

L&G Engineering
Transportation Consultants

November 3, 2015

Texas Department of Transportation, Pharr District
Attn: Hazel Zepeda, Utility Coordinator
PO Box 1717
Pharr, TX 78577-1717

County: Hidalgo
State Aid Project No.: STP 1502 (469)
Highway: FM 1925

U14591
ROW CSJ: 1803-02-033
From: Kenyon Rd
To: FM 907

RE: Tennessee Gas Compensable Utility Determination of Upper Limits Package

Dear Ms. Zepeda,

This letter, together with the attached documents, is to request a Determination of Upper Limits for compensable utilities related to the FM 1925 project in Hidalgo County, Texas.

Tennessee Gas Pipeline Company, LLC has prepared the attached package requesting a Determination of Upper Limits in order for them to begin their adjustment. Once Hidalgo County receives concurrence from your office, they will execute the Local Government Standard Utility Agreement and issue a Notice To Proceed.

Thank you and if you have any questions, please contact me at (956) 585-1909.

Sincerely,

Robert Macheska, P.E., CFM
Project Manager

cc: Honorable Ramon Garcia, Hidalgo County Judge (Letter Only)
Honorable Joseph Palacios, Commissioner, Hidalgo County Pct. #4 (Letter Only)
Margil Maldonado, P.E., TxDOT (Letter Only)
Jacinto Garza, P.E., L&G Engineering (Letter Only)

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

RMO P.C.
Attorneys at Law

October 7, 2015

Via Electronic Delivery

Gregory S. Kazen
818 Pecan
McAllen, Texas 78502-3725

James Kirk, II
125 East 11th Street
Austin, Texas 78701

Re: Cause No. CCD-0251-A; *State of Texas and Hidalgo County, Texas versus Tennessee Gas Pipeline Company LLC, et. al.*

Gregory and James:

In addition to and as part of the LPA Standard Utility Agreement ("Agreement") and the related agreements incorporated therein, we add the following Rule 11 agreement supported by consideration from the Agreement:

1. The parties agree that Tennessee Gas Pipeline Company LLC ("Tennessee Gas") will remain in the above entitled and numbered lawsuit until such time as the Hidalgo County provides Tennessee Gas with notice to proceed with any relocation work as described in the Agreement.

2. Once Hidalgo County provides Tennessee Gas with notice to proceed with relocation work provided under the Agreement, Hidalgo County, in accordance with the Agreement, will dismiss Tennessee Gas from the lawsuit such that Tennessee Gas will retain its original property interests, including its easements, and Tennessee Gas will waive any rights to attorney's fees and costs under § 21.019 of the Texas Property Code. At that point, the parties will operate under the terms of the Agreement.

3. If such notice as described herein is not provided within six months of this Agreement, then Hidalgo County will either (1) proceed with the condemnation of Tennessee Gas's property interests and Tennessee Gas will retain the right to seek any compensation due in the condemnation; or (2) dismiss Tennessee Gas from the condemnation action and Tennessee Gas will be entitled to make any claims for fees and costs under § 21.019 of the Texas Property Code.

RMO P.C.
Attorneys at Law

If you agree with these settlement terms, please sign in the space provided and return this letter to me at your earliest convenience so that we may file it with the Court pursuant to Rule 11 of the Texas Rules of Civil Procedure.

If not, please contact me so that we may discuss this matter further.

Sincerely,

David Oliveros

DRO/vag
Enclosure

AGREED:

Gregory S. Kazen
818 Pecan
McAllen, Texas 78502-3725

By: _____
Gregory S. Kazen

Attorney for Hidalgo County

James Kirk, II
125 East 11th Street
Austin, Texas 78701

By: _____
James Kirk II

Attorney for Texas Department of Transportation

U-14591

LPA Standard Utility Agreement

STATE OF TEXAS §

COUNTY OF HIDALGO §

LPA STANDARD UTILITY AGREEMENT

FM 1925 TENNESSEE GAS PIPELINE COMPANY ADJUSTMENT, REMOVAL, AND/OR REPLACEMENT

This agreement is made by and between the County Of Hidalgo, Texas hereinafter referred to as "County" and *Tennessee Gas Pipeline Company, L.L.C., a Delaware limited liability company,* hereinafter referred to as "Utility", acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the County.

WHEREAS, the State of Texas has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration located on the highway as indicated above;

WHEREAS; the County is a county in the State of Texas;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of the Utility as indicated in the following statement of work: *extension of steel casing* to accommodate the proposed roadway widening being performed by the Texas Department of Transportation and more specifically shown in the Utility's plans, specifications and estimated costs, which are attached hereto in Attachment "A";

WHEREAS, the County, in receipt of evidence it deems sufficient, acknowledges the Utility's interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain facilities located upon lands as indicated in Attachment "A";

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants and agreements hereinafter set forth, and intending to be legally bound, the County and the Utility agree as follows:

1. The County will pay the Utility all eligible actual costs which are incurred in the adjustment, removal, and/or relocation of the Utility's facilities.

2. The Utility agrees that all conduct under this agreement, including but not limited to the adjustment, removal, and/or relocation of the facility, the development of reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. The Utility agrees to

supply, upon request by the County, proof of compliance with the aforementioned laws, rules and regulations prior to commencement of construction.

3. The Utility agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the County, or may, with the County's written approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the Utility. The bill for the work hereunder will be submitted to the County not later than ninety (90) days after completion of the work.

4. Upon execution of this agreement by both parties hereto, the County will, by written notice, authorize the Utility to proceed with the necessary adjustment, removal, and/or relocation. The Utility agrees to proceed in a diligent manner and will take all prudent actions to avoid delay or interference with the highway construction.

5. The Utility will endeavor to perform this work at its earliest window of opportunity.

6. The County will, upon satisfactory completion of the relocation or adjustment, receipt of a proper certification by the Utility that the work has been completed in accordance with the approved plans and specifications, receipt and verification of the bill prepared in an approved form and manner, and concurrence by TxDOT, make payment to the Utility.

7. This agreement in its entirety consists of the following:

    a. LPA Standard Utility Agreement;
    b. Plans of Adjustment (color coded), Specifications, and Estimated Costs (Attachment "A")(2 Originals);
    c. Accounting Method (Attachment "B")(2 Originals);
    d. Schedule (Start & End Dates) (Attachment "C")(2 Originals);
    e. Statement Covering Contract Work – TxDOT ROW-U-48 (Attachment "D")(2 Originals);
    f. Proof of Property Interest – TxDOT ROW-U-1A (Attachment "E")(2 Originals and 1 copy of recorded instrument);
    g. Eligibility Ratio(Attachment "F")(2 Originals);
    h. Cost Comparison (if Betterment) (Attachment "G")(2 Originals);
    i. Betterment Statement (Attachment "H")(2 Originals);
    j. Quit Claim Deed – TxDOT ROW-N-30 (Attachment "I")(2 Originals), if applicable;
    k. Joint Use Agreement (Attachment "J")(2 Originals), if applicable.

    All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs

covered by a modification of this agreement or a written change or extra work order approved by the County.

8. The Utility agrees to provide “as-built” plans to the County within sixty (60) days of the completion of the work.

9. This agreement is subject to immediate cancellation by the County at any time up to the date that work under this Agreement has been authorized and that such cancellation will not create any liability on the part of the County.

10. The Utility by execution of this agreement does not waive any of the rights which the Utility may have within the limits of the law.

11. It is expressly understood that the Utility conducts the adjustment, removal, and/or relocation using its own methods, and that the Utility agrees to indemnify and hold the County harmless for any and all damages and attorney’s fees caused by the Utility’s actions and/or conduct.

12. The Utility affirms that it has the authority to enter into this agreement, and that it has obtained the approval, if necessary, from any bankruptcy court exercising jurisdiction over the Utility.

13. 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 Utility: Tennessee Gas Pipeline Company, L.L.C.
Attention: Lori Lawrence
Project Manager – TGP South
TGP Station 9 – Victoria Texas
1925 Old Bloomington Rd North
Victoria, Texas 77905

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

With copy to: Joseph Palacios, Commissioner, Precinct No. 4
1051 N. Doolittle
Edinburg, Texas 78539

14. 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.

15. 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.

16. 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

17. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

18. Assignment: This Agreement shall not be assignable.

19. Headings. The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

20. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

21. Authority to Execute. The execution and performance of this Agreement by the Utility 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 Utility and County in accordance with its terms.

22. Governmental Purpose. Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

23. Commitment or Current Revenues Only. In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties

intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

24. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year of approval and execution by and on behalf of the County.

TENNESSEE GAS PIPELINE CO, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY

By: _____
Johnny W. McGee
VP of Land and ROW, Agent and Attorney-in-Fact

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:

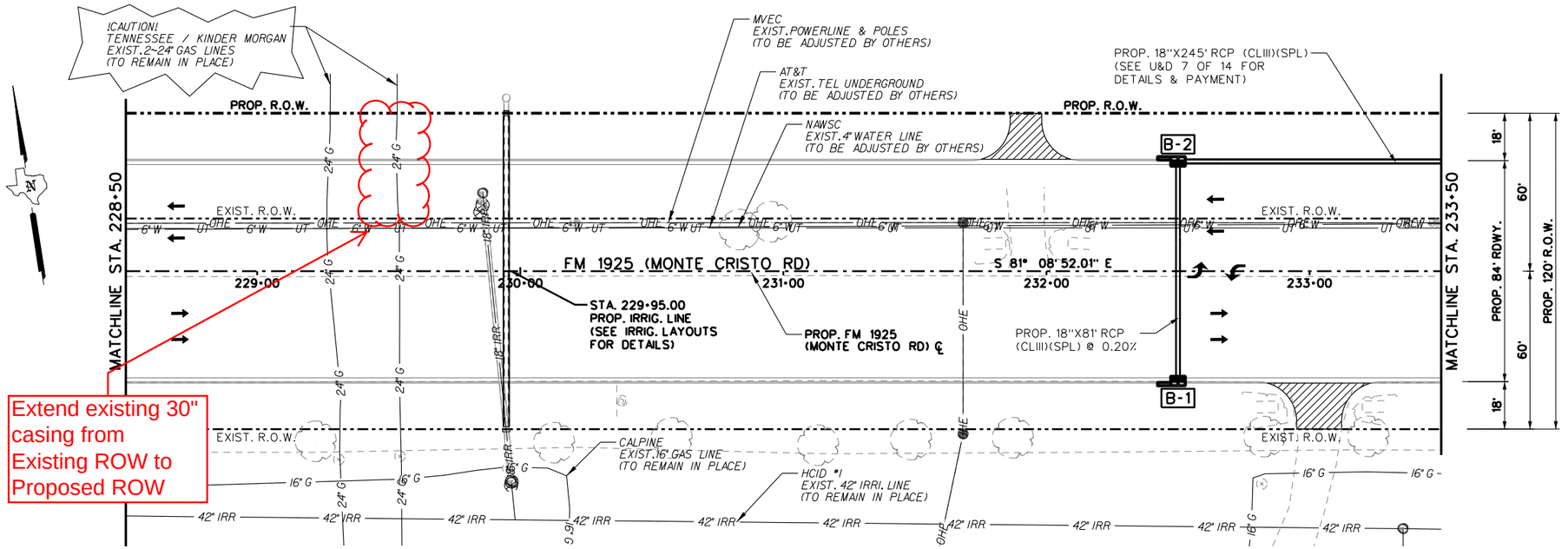
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

U-14591

ATTACHMENT "A"

PLANS AND ESTIMATE



SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
*400	STRUCTURE EXCAVATION	CY	54
400	SAND BACKFILL	CY	25
400	CUT & RESTORE PAVEMENT	SY	-
464	18" RCP SEWER (CL III) SPL	LF	81
465	INLET (PCU)(3')(LEFT)	EA	1
465	INLET (PCU)(3')(RIGHT)	EA	1

* NON-PAY

LEGEND

- SEE P&P SHEETS FOR DETAILS
- TO BE REMOVED UNDER ITEM 496. INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES.
- NON-PAY, SUBSIDIARY TO PERTINENT BID ITEMS.
- DIRECTION OF PROPOSED DITCH
- LIMITS OF PROP. CUT & RESTORE (ITEM 400)

NOTES:
SEE ALIGNMENT DATA SHEET FOR PROPOSED CENTERLINE DATA.

ALL RCP SHALL BE CL III(SPL) UNLESS OTHERWISE NOTED.

SEE HYD. DATA SHEETS FOR HYDRAULIC GRADE LINE (H.G.L.) ELEVATIONS

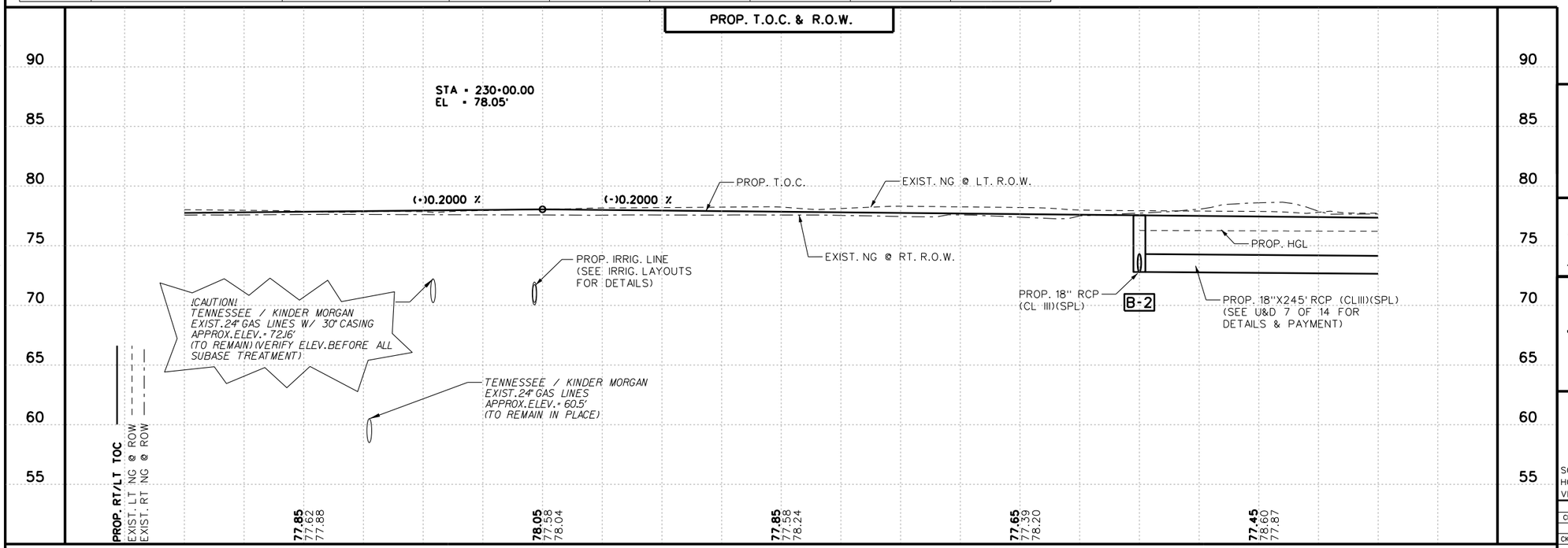
THE CONTRACTOR SHALL CONFIRM THAT CONFLICTS WITH EXISTING UTILITIES HAVE BEEN RESOLVED IN ADVANCE OF CONSTRUCTION. DAMAGES CAUSED BY OR TO EXISTING UTILITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR.

STORM DRAIN TABLE

STRUCTURE ID	DESCRIPTION	STATION / OFFSET TO FACE OF CURB	TOP OF STR. ELEVATION	PROP. FL. OF STRUCTURE	PROP. FL. OF PIPE (NORTH)	PROP. FL. OF PIPE (SOUTH)	PROP. FL. OF PIPE (EAST)	PROP. FL. OF PIPE (WEST)
B-1	PCU10R-3x5	STA. 232+50, 42.00 RT.	77.55	72.97	72.97	-	-	-
B-2	PCU10L-3x5	STA. 232+50, 42.00 LT.	77.55	72.80	-	72.80	72.80	-

UTILITIES LEGEND

AEP	AMERICAN ELECTRIC POWER
AT&T	AMERICAN TELEPHONE & TELEGRAPH
MVEC	MAGIC VALLEY ELECTRIC COOPERATIVE
NAWSC	NORTH ALAMO WATER SUPPLY CORP.
TWC	TIME WARNER CABLE
HCID#1	HIDALGO COUNTY IRRIGATION DISTRICT No 1
CALPINE	NATURAL GAS COMPANY
TENNESSEE	TENNESSEE / KINDER MORGAN GAS COMPANY



STATE OF TEXAS
CHRISTOPHER R. RODRIGUEZ
107692
PROFESSIONAL ENGINEER
LICENSED
07/01/2015

THE COUNTY OF HIDALGO TEXAS

© 2015
Texas Department of Transportation

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No. : F-4105

2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018

900 S. Stewart Rd., Ste. 10
Mission, TX. 78572
Phone : (956) 585-1909
Fax : (956) 585-1927

FM 1925 (MONTE CRISTO RD) UTILITIES AND DRAINAGE STA. 228+50 TO STA. 233+50

SCALE:
HOR: 1"= 50'
VER: 1"= 10'

SHEET 6 OF 14

DN:		FED. RD. DIV. NO.	STATE	PROJECT NO.			SHEET NO.
CK DN:		6	TEXAS				104
DW:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.
CK DW:		PHR	HIDALGO	1803	02	028	FM 1925
TR:							
CK TR:							

7/1/2015
K:\Counties\HID\FM1925 without FM907 (Kenyon-FM 907)\05 DRAINAGE\03 U&D\FM1925_UD06.dgn

Attachment "A"
STANDARD AGREEMENT COST ESTIMATE
U-NUMBER: U14591
UTILITY: TENNESSEE GAS PIPELINE, LLC
HWY: FM 1925
ROWCSJ: 1803-02-033

	Item No.	Description	Unit	Buy America	Estimated Costs		
					QTY	Unit Price	Amount
					#	$	$
Engineering	1	Contract Engineering	$/hr		40	$160	$6,400
	2	Contract Drafting	$/hr		45	$125	$5,625
	3	Contract Survey	$/hr		45	$125	$5,625
	4						
	5						
Materials	1	30" Pipe .375" wt.	Feet	X	60	$ 150	$ 9,000
	2	2.375" Pipe .218" wt.	Feet	X	40	$ 10	$ 400
	3	2" 90 Ells	Each	X	2	$ 20	$ 40
	4	24"x30" Insulators	Each		40	$ 115	$ 4,600
	5	24"x30" Link Seal	Each		2	$ 1,065	$ 2,130
	6	24"x30" Casing End Seals	Each		2	$ 425	$ 850
	7	Test Lead Station	Each		1	$ 290	$ 290
	8	Freight	Each		1	$ 2,500	$ 2,500
	9						
	10						
	11						
Contract Labor	1	Mob/Demob	Each		1	$ 5,000	$ 5,000
	2	Extend 30" Casing	ft		60	$ 1,930	$ 115,800
	3	Pipe Recoat 24"	ft		60	$ 220	$ 13,200
	4	Construction Inspection Services	$/Day		31	$ 675	$ 20,925
	5						
	6						
	7						
Company Labor	1	Company Labor	hr		150	$ 55	$ 8,250
	2	Employee Benefits	%of Labor		46%	$ 8,250	$ 3,795
	3	Employee Travel Expense & Phone	$/ea		1	$ 1,425	$ 1,425
	4	Company Vehicle Expense	$/mile		1000	$ 0.555	$ 555
	5						
	6						
Equipment	1						
	2						
	3						
	4						
	5						
ROW Charges	1	R-O-W & Work Space Damages	$/ea		1	$ 15,000	$ 15,000
	2	Environmental Permits	$/ea		1	$ 5,300	$ 5,300
	3						
	4						
	5						
Overhead	1	Company Overhead (16%)	%		16%	$ 226,710	$ 36,274
	2						
	3						
	4						
	5						
TOTALS							**$ 262,984**

U-14591

Attachment B

Utility Accounting Method

X **Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body; and
The utility proposes to request reimbursement for actual direct and related indirect costs,

☐ **Lump Sum Method of Accounting**

Utility proposed to request reimbursement based on an agreed lump sum amount supported by detailed cost analysis.

☐ **Alternative Method of Accounting**

The utility accumulates costs under an accounting procedure developed by the utility and approved by the State; and,
The utility proposes to request reimbursement for actual direct and indirect costs; and
The utility owner is a municipality.

Initials: _____ Date: 10/28/15

ATTACHMENT "C"

(Utility Schedule of Work and Estimated Date of Completion)

Company Name: Tennessee Gas Pipeline : U Number 14591

Start Date: 1/25/2016 (Start construction)
Duration: 3 weeks (field work) (Calendar days)
Estimated Completion Date: 2/15/16

Special Provision may be required: Plans for adjustment will not be started until authorization to proceed is received from the County. TGP cannot start field adjustment until planning phase is completed, with a duration of planning phase to be approximately 90 calendar days.

Initials: JMe Date: 10/28/15

U-14591

ATTACHMENT "D"

STATEMENT COVERING CONTRACT WORK

X FORM ROW-U-48 IS ATTACHED HERETO.

OR

☐ WORK TO BE DONE BY UTILITY FORCES, FORM ROW-U-48, IS NOT APPLICABLE.

Texas Department of Transportation

Form ROW-U-48
(Rev. 06/12)
Page 1 of 1

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK

(AS APPEARING IN ESTIMATE)

U-Number: 14591

ROW CSJ Number: 1803-02-033 District: Pharr

County: Hidalgo Highway No.: FM 1925

Federal Project No.: N/A

I, JOHNNY W. McGEE, a duly authorized and qualified representative of TENNESSEE GAS PIPELINE COMPANY, L.L.C., hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

☒ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:

1. Strike Construction
2. A&E Construction
3. Two Guns Construction

☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)

☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

☐ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.

Signature J. W. M. Johnny W. McGEE Date 10/28/15

Title Vice President Land and Right of Way and Agent and Attorney-in-Fact

U48

U-14591

ATTACHMENT "E"

PROOF OF PROPERTY INTEREST

Easement Documentation or Affidavits (ROW-U-1A, ROW-U-1B, or ROW-U-1C)

On State and Local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest.

.

AFFIDAVIT

(for Utility Owner)

U-No.14591

THE STATE OF TEXAS	§	District: Pharr
	§	County: Hidalgo
COUNTY OF HIDALGO	§	Federal Project No.: N/A
		ROW CSJ No.: 1803-02-033
		Highway No.: FM 1925
		(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Johnny McGee, Agent and Attorney-in-Fact for Tennessee Gas Pipeline Company, L.L.C., ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Johnny McGee, am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. Right of Way Agreement for the first pipeline (Line No. 409A-100) constructed in 1950 includes this land description: 102.68 acres, more or less, being all of Block P containing 107.32 acres, more or less, SAVE AND ACCEPT the East 4.64 acres thereof of the Santa Cruz Ranch Subdivision of the lands out of the San Salvador del Tule Grant, Hidalgo County, Texas, and being the same land that was conveyed from Bill Rork et al to Edna T. Reynolds by Deed dated April 30, 1938, recorded in Volume 444, Page 208, Deed Records of Hidalgo County,Texas, to which Deed and its Record reference is here made for all purposes.

   Right of Way Agreement for the second pipeline (Line No. 409A-1200) constructed in 2002 includes this land description: Tract or tracts of land of Grantor situated in the County of Hidalgo, State of Texas, and being the same lands as described in that certain Deed dated June 23, 1987, and duly recorded in Deed Book 2477 at Page 640 in the County Clerk's Office of Hidalgo County, Texas.
   [legal description of land]

2. Utility owns two (2) pipeline <u>easements</u> across this property, but does not own the land. See attached Right of Way Agreements.
   [facts indicating affiant's familiarity with subject land, including inspection and surveys]

3. See attached Right of Way Agreements.
   [facts attesting to ownership, including claims through deeds, etc.]

4. Utility (Tennessee Gas Pipeline Company, L.L.C. and its predecessors in name) has been the owner and operator of the two pipelines crossing the subject tract(s) since the lines were constructed in 1950 and 2002, respectively.;
   [facts showing use of property]

5. Not applicable; Utility does not own any fencing or enclosures on the pipeline easements.
   [facts showing nature and state of repair of enclosures or fencing]

6. See attached Right of Way Agreements. Tennessee Gas Pipeline Company, L.L.C. is successor in name to Tennessee Gas Transmission Company and Tennessee Gas Pipeline Company.
   [facts showing continuous possession for statutory period].

Further affiant sayeth not."

Signature Johnny McGee

Title: Vice President, Land and Right of Way and as Agent and Attorney-in-Fact

Company: TENNESSEE GAS PIPELINE COMPANY, L.L.C.

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me, the undersigned authority, on the 28th day of October, 2015, by Johnny McGee, Agent and Attorney-in-Fact for Tennessee Gas Pipeline Company, L.L.C., a Delaware limited liability company, on behalf of said company.

SHANETRA VERNEE' RANDLE
Notary Public, State of Texas
My Commission Expires
March 26, 2017

NOTARY PUBLIC, STATE OF TEXAS

T—G—T
LL# Aeu-6-2

STATE OF TEXAS ()
COUNTY OF HIDALGO ()

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Edna T.Reynolds and husband, F. M. Reynolds, (hereinafter called GRANTOR, whether one or more), for and in consideration of the sum of One Hundred Sixty-two and No/100 ($162.00) Dollars, in hand paid, receipt of which is hereby acknowledged, does hereby grant, sell and convey unto TENNESSEE GAS TRANSMISSION COMPANY, a Delaware Corporation, its successors and assigns (hereinafter called GRANTEE) a right of way and easement for the purposes of laying, constructing, maintaining, operating, and removing a pipe line (with fittings, tie-overs and appliances, including Cathodic Protection Equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through a pipe line, under, upon, over and through the lands of grantor, situated in the County of Hidalgo, State of Texas, described as follows:

Containing 102.68 acres, more or less, being all of Block P containing 107.32 acres, more or less, SAVE AND EXCEPT the East 4.64 acres thereof, of the Santa Cruz Ranch Subdivision of the lands out of the San Salvador del Tule Grant, Hidalgo County, Texas, and being the same land that was conveyed from Bill Rork, et al to Edna T. Reynolds, by Deed dated April 30, 1938, recorded in Vol. 444, page 208, Deed Records of Hidalgo County, Texas, to which Deed and its Record, reference is here made for all purposes.

The center line of the right of way and easement granted hereby shall be as presently staked, and such right of way and easement is limited to 50 feet in width for the purpose of laying, constructing and removing the pipe line and 25 feet in width for maintaining and operating said pipe line.

The Grantee shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including the right of ingress and egress over and across said lands to and from said right of way and easement only by the most practicable route.

TO HAVE AND TO HOLD said right of way and easement, unto said Grantee, its successors and assigns until such pipe line be constructed and so long thereafter as a pipe line is maintained thereon.

The undersigned Grantor, his successors, heirs or assigns, reserves the right to fully use and enjoy said premises subject to the rights herein granted; providing, however, that the Grantee shall have the right from time to time to keep clear all obstructions that may injure, endanger or interfere

with the construction and use of said pipe line or fittings and appliances appurtenant to said line.

The Grantee, by the acceptance hereof, agrees to pay for any damage to crops, fences, and all species of fruit trees, which may arise from laying, constructing, maintaining, repairing, and removing such pipe line. For the purpose of determining the amount of any damage occurred to citrus trees, the value thereof shall be conclusively taken to be as follows, to-wit: Trees one year old or less, $10.00 per tree, and trees older than one year, an additional $2.00 for each additional year of age the trees have attained; provided, however, that if any trees were not in a reasonably thrifty condition at the time of damage, Grantee will pay only the reasonable worth of such trees at that time, not to exceed the respective amounts above stated.

Any payment hereunder may be made direct to the Grantor or to _____ _____, who is hereby appointed agent and authorized to receive and receipt for the same. No change in ownership of said lands shall be binding upon Grantee until muniment of title by which such change becomes effective has been place of record in the County wherein such lands are located.

It is mutually understood and agreed that this right of way grant as originally written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made, modifying, adding to, or changing the terms of said original right of way agreement.

IN TESTIMONY WHEREOF, the Grantors herein have executed this conveyance

this 29th day of April, 1950.

Witness: Don D. Zirbel
Don D. Zirbel

Edna T. Reynolds
Edna T. Reynolds

F. M. Reynolds
F. M. Reynolds



THE STATE OF TEXAS }
COUNTY OF HIDALGO. }

BEFORE ME the undersigned, a Notary Public in and for said County and State, on this day personally appeared F. M. Reynolds and Edna T. Reynolds, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Edna T. Reynolds, wife of the said F. M. Reynolds, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Edna T. Reynolds, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of April A. D. 1950.

Santos Gorena
Notary Public in and for Hidalgo County, Texas.

SANTOS GORENA

My commission expires June 1st. 1951.

8577

PLOT READ

FILED FOR RECORD THIS DATE
at ... o'clock ... M.
MAY 11 1950
G. A. WEBER
County Clerk, Hidalgo County, Texas
By ... Deputy

THE STATE OF TEXAS }
County of ... }

I, G. A. WEBER, Clerk, County Court, Hidalgo County, Texas

11th May A. D. 1950 10:22 A. M., and
27th May A. D. 1950 9:44 A. M., in
689 62-66 Deed

27th May A. D.

Amsara Rutledge
Deputy

G. A. WEBER
Clerk, County Court
Hidalgo County, Texas

1114251

RIGHT OF WAY AGREEMENT

LL34 TX-Don (2)

STATE OF TEXAS

COUNTY OF HIDALGO } KNOW ALL MEN BY THESE PRESENTS: 8026383

That the undersigned Joe H. Ramon, Trustee, (hereinafter called GRANTOR, whether one or more), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Tennessee Gas Pipeline Company,a Delaware Corporation, having its principal office at 1001 Louisiana Street, Houston, Texas 77002, its successors and assigns (hereinafter called GRANTEE), a permanent right of way and easement for the purpose of constructing, operating, maintaining, altering, repairing, changing the size of, replacing and removing one or more pipelines and all related equipment and appurtenances thereto (including but not limited to meters, fittings, tie-overs, valves, and cathodic protection equipment) for the transportation of oil, gas, or the by-products of either, and other substances that can be transported through pipelines, under, over and across the tract or tracts of land of GRANTOR, situated in the

County of Hidalgo, State of Texas; and being the same lands as described in that certain Deed dated June23, 1987, and duly recorded in Deed Book 2477 at Page 640 in the County Clerk's Office of Hidalgo County, Texas

GRANTEE'S permanent right of way and easement shall be fifty feet (50') in width, being thirty-seven and one half feet (37.5') on the West side and twelve and one half feet (12.5') on the East side of the pipeline commencing at the North boundary line abutting a dirt road, running in a Southwest direction for one hundred seventy-two feet (172') more or less, continuing in a Southerly direction for two thousand five hundred and three feet (2,503') more or less, as finally determined. Grantee shall also have Temporary Easements for construction purposes only, being 1) fifty (50') feet in width, being thirty-seven and one half (37.5) on the West and twelve and one half (12.5) on the East commencing on the North boundary line abutting a dirt road, running in a Southwest direction for one hundred seventy-two feet (172') more or less directly abutting the East and West edge of the permanent easement being granted herein, and 2)Additional Temporary Work Space being four (4) strips of land each being twenty-five feet (25') wide and one hundred feet (100') long in which two (2) commence at the fifty foot (50') buffer on the North boundary line directly abutting the temporary on the East and West edge and two (2) commence at the South property line (FM.1925) abutting Temporary work space on the East and West. Said Temporary Easement(s) shall terminate upon completion of construction of the pipeline and restoration of the lands. Grantor, by these presents, does hereby grant to Grantee, its successors and assigns the right to construct, operate, maintain and remove communication lines and all related appurtenances over and across the permanent right of way easement being granted herein.

The GRANTEE, its successors and assigns, are hereby expressly given and granted the right to assign the right of way and easement herein granted and conveyed, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or in severalty.

The GRANTEE shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free rights of ingress and egress over and across said lands and existing roads of GRANTOR.

TO HAVE AND TO HOLD the said rights and privileges unto said GRANTEE, its successors and assigns, until such pipeline(s) and/or communication line(s) are constructed and so long thereafter as a pipeline and/or communication line(s) are maintained thereon; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned GRANTOR, its successors, heirs or assigns, reserves the right to fully use and enjoy the said premises subject to the permanent right of way and easement herein granted and conveyed; provided, however, that the GRANTOR shall not plant any trees, including trees considered as a growing crop, on the permanent right of way and easement; and provided further, that the GRANTEE shall have the right from time to time to cut and remove all trees, including trees considered as a growing crop, all undergrowth and any other obstructions that may injure, endanger or interfere with the construction and use of said pipeline(s) and/or communication line(s) and fittings and appliances appurtenant to any of said lines. No excavation, change of grade nor water impoundment may be made on and no structure shall be erected or placed on the permanent easement herein granted without the prior written consent of GRANTEE.

The GRANTEE, by acceptance hereof, agrees to pay for any damage to crops and fences which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing such pipeline(s) and/or communication line(s), and to pay for any and all actual damages to timber which may arise from laying and constructing such pipeline(s) and/or communication line(s).

No change in ownership of said lands shall be binding upon GRANTEE until the muniment of title

by which such change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof is delivered to GRANTEE.

It is mutually understood and agreed that this Indenture as written covers all the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, the Grantor(s) herein have duly executed this agreement this day of 26th ~~July~~ June 2002

WITNESS:

GRANTOR

Joe H. Ramon, Trustee

This Instrument prepared by:
Tennessee Gas Pipeline Company
1001 Louisiana Street
Houston, Texas 77002

ACKNOWLEDGMENT

STATE OF TEXAS

}

COUNTY OF HIDALGO

BEFORE ME the undersigned, a Notary Public in and for said County and State, on this day personally appeared Joe H. Ramon, Trustee 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 26th day of July, A.D., 2002.

Notary Public in and for State of Texas County, Hidalgo.

My Commission expires 05-15-04

STEPHANEY M. BEDDOW
MY COMMISSION EXPIRES
May 15, 2004

CORPORATE ACKNOWLEDGMENT

STATE OFTEXAS

}

COUNTY OF HARRIS

This instrument was acknowledged before me on the day of by Mark A. Handley, Manager of Property Rights Services and as Agent and Attorney-in-Fact of Tennessee Gas Pipeline Company, a Delaware Corporation, on behalf of said corporation.

Notary Public

My Commission expires ~~05-15-04~~

STEPHANEY M. BEDDOW
MY COMMISSION EXPIRES
May 15, 2004

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: Aug 23,2002 at 10:44A

As a Recording

Document Number: 1114251
Total Fees : 16.00

Receipt Number - 441695
By,
Imelda Leal, Deputy

U-14591

ATTACHMENT "F"

ELIGIBILITY RATIO

X 1 - SINCE THE ENTIRE SCOPE OF WORK IS OUTSIDE THE EXISTING HIGHWAY ROW AND WITHIN THE PROPOSED HIGHWAY ROW, AND WITHIN THE UTILITY'S EXISTING EASEMENT, ALL ASSOCIATED COSTS FOR RELOCATION IS 100% REIMBURSABLE.

Initials: _____ Date: 10/28/15

U-14591

ATTACHMENT "G"

COST COMPARISON

N/A

U-14591

ATTACHMENT "H"

BETTERMENT STATEMENT

X1 - NO BETTERMENT ASSOCIATED WITH THIS ADJUSTMENT

OR

☐ 2 - PROVIDE BETTERMENT AS A PERCENTAGE

CALCULATION FOR BETTERMENT RATIO

$$\frac{\text{REPLACEMENT WITH BETTERMENT} - \text{REPLACEMENT IN KIND}}{\text{REPLACEMENT WITH BETTERMENT}}$$

U-14591

ATTACHMENT "I"

Quit Claim Deed

N/A

U-14591

ATTACHMENT "J"

UTILITY JOINT USE ACKNOWLEDGEMENT

UTILITY JOINT USE ACKNOWLEDGEMENT
REIMBURSABLE UTILITY ADJUSTMENT

U-Number: 14591

ROW CSJ: 1803-02-033	County: Hidalgo
District: Pharr	Highway: FM 1925
Federal Project No.: N/A	From:
Projected Highway Letting Date: July, 2015	To:

WHEREAS, the State of Texas, ("**State**"), acting by and through the Texas Department of Transportation **("TxDOT"),** proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, Tennessee Gas Pipeline Company, LLC, ("**Utility**"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to its pipeline easement on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto as Exhibit "A."

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that the State is amending its petition to drop Utility from *State of Texas and Hidalgo County v. MJVM, Ltd. and Tennessee Gas Pipeline Company, LLC*, Cause No. CCD-0251-A, County Court At Law No. 1, in Hidalgo County, Texas, such that the State is not condemning the Utility's easement.

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated in the plans attached hereto as Exhibit "B." Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, Utility agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described. This Agreement does not preclude Utility from asserting a regulatory taking if such regulation takes, damages, or destroys Utility's property interest.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **TxDOT** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be

Initial	Date	Initial	Date
			10/28/15
TxDOT		Utility	

UJUAA

subject to the same rules and regulations as apply to the general public.

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the Utility for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas, including the rights to just compensation under the Texas Constitution and Tex. Transp. Code § 203.092 if TxDOT requires relocation of the pipeline.

Utility will, by written notice, advise **TxDOT** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the State or any other party with Utility's ability to proceed with the relocation, or any other event in which Utility has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Utility.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **TxDOT** makes no warranties or representations regarding the existence or location of utilities currently within the right of way.

Subject to Utility's notice requirements to TxDOT and subject to TxDOT regulations as outlined above, it is expressly understood that Utility has the right to utilize all areas of its easement, including the area between the pipelines.

The **Utility** and the **State**, by execution of this Acknowledgement, do not waive or relinquish any right that they may have under the law.

The signatories to this Acknowledgement warrant that each has the authority to enter into this Acknowledgement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY JOINT USE ACKNOWLEDGEMENT
REIMBURSABLE UTILITY ADJUSTMENT

UTILITY

Utility: Tennessee Gas Pipeline Company, L.L.C.
Name of Utility

By: J. W. M.
Authorized Signature Johnny W. McGee

Title: Vice President, Land and ROW and Agent and Attorney-in-Fact

Date: 10/28/15

EXECUTION RECOMMENDED:

District Engineer, _____ District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Director, Right of Way Division

Date: _____

AI-52440 **Planning Department** **12. B.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

Reimbursement of Financial Guarantee:
1. D. Flores Subdivision- Pct. 1
2. Oak Hill Ranch Ph. 1 Subdivision- Pct. 1
3. Oak Hill Ranch Ph. 2 Subdivision- Pct. 1
4. Vista Ridge Acres Ph. 1 Subdivision- Pct. 1
5. Vista Ridge Acres Ph. 3 Subdivision- Pct. 1
6. El Ramadero Subdivision- Pct. 4

BACKGROUND

Fiscal Impact

Attachments

El Ramadero Subd
D. Flores Subdivision
Oak HIll Ranch Ph. 1 Subdivision
Oak Hill Ranch Ph. 2 Subdivision
Vista Ridge Acres Ph. 1 Subdivision
Vista Ridge Acres Ph. 3 Subdivision

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/25/2015 11:50 AM
Budget & Management	Veronica Ortiz	11/25/2015 01:39 PM
Ivan Cantu	Ivan Cantu	11/25/2015 01:56 PM
Purchasing Department	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Flor Castillo		Started On: 11/25/2015 11:13 AM
Final Approval Date: 12/04/2015		

Hidalgo County
Planning
Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

From: T.J. ARREDONDO, CFM, DIRECTOR OF PLANNING

Date: NOVEMBER 30, 2015

Re: EL RAMADERO SUBDIVISION – PCT. 4

ON APRIL 22, 2014, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THREE (3) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE (1) SEPTIC TANK SYSTEM HAS BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$4,500.00
1ST REIMBURSEMENT	$1,500.00
BALANCE REMAINING	$3,000.00

*** * * END OF MEMORANDUM * * ***

HOLD TO LIGHT TO VIEW WATERMARK IN PAPER - HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT - DETECTION CIRCLE REVEALS A LOCK WHEN TESTED

2124

284-0218

WYATT AGRI PRODUCTS
4202 E. RICHARDSON RD.
EDINBURG, TEXAS 78542
(956) 383-5272

DL: 03271533

FROST BANK
McAllen, Texas 78502

30-9-1140

3/12/2014

PAY TO THE ORDER OF HIDALGO COUNTY PLANNING DEPT

$ 4,500.00

Four Thousand Five Hundred Dollars 00 Cents**********

DOLLARS

HIDALGO COUNTY PLANNING DEPT

AUTHORIZED SIGNATURE

MEMO INV# 03092014 - EscrowSepticTank>Rmdr

Security features. Details on back.

⑈002124⑈ ⑆114000093⑆ 800361925⑈

VOID

HIDALGO COUNTY PLANNING DEPARTMENT

Date 04/04/ 2014

Received of: WYATT AGRI PRODUCTS $ 4,500.00

FOUR THOUSANDS FIVE HUNDRED 00/100 Dollars

Subdivision: EL RAMADERO SUBD.

Cash _____ Check # 2124 M.O. # _____

Received by: [signature]

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	

○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	

○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	0
Septic Tank -	4,500.00
Other	0
TOTAL	4,500.00

THE COUNTY OF HIDALGO TEXAS

THE STATE OF TEXAS
COUNTY OF HIDALGO

4-22-14

Precinct No. 2 & 4
RECEIPT
Nº 69753 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

HEALTH DEPARTMENT

November 30, 2015

Hidalgo County Planning Department
T.J. Arredondo, CFM
Director of Planning
1304 S. 25th St.
Edinburg, TX 78539

RE: EL RAMADERO SUBDIVISION

Dear Mr. Arredondo:

According to our records 1 Septic Tank System (lot 1 out of 3)) is in place for El Ramadero Subdivision which is located on the South side of Richardson Blvd (FM 2128), 839 feet West of Cesar Chavez Rd, Edinburg, TX. Any question lease feel free to contact me.

Sincerely,

Roberto Serna
Environmental Health
Executive Assistant
CR/mm

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

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902 N. Doolittle Road
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Fax (956) 292-7089

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Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **T.J. ARREDONDO, CFM, DIRECTOR OF PLANNING**

Date: **NOVEMBER 24, 2015**

Re: **D. FLORES SUBDIVISION – PCT. 1**

ON SEPTEMBER 29, 2015, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF THREE THOUSAND DOLLARS ($3,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWO (2) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE (1) SEPTIC TANK SYSTEM HAS BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$3,000.00
1ST REIMBURSEMENT	$1,500.00
BALANCE REMAINING	$1,500.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date 9/10 20 15

Received of: Guillermo A Arratia $ 3,000.00

Three thousand 00/100 Dollars

Subdivision: D. Flores Subdivision

Cash ____ Check # 2184 M.O. # ____

Received by: [signature]

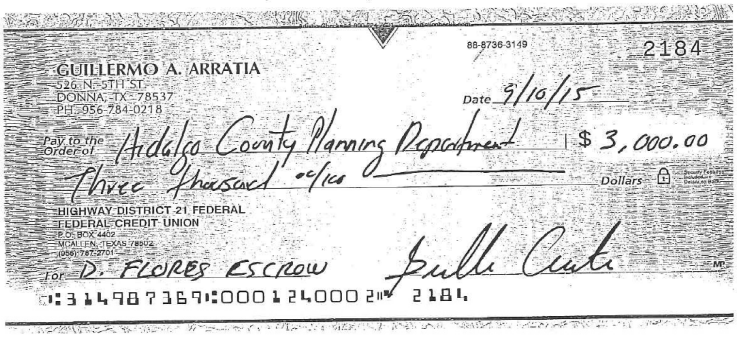
Precinct No. 2/4
RECEIPT
72472-2/4

THE STATE OF TEXAS
COUNTY OF HIDALGO

○ UTILITY CERTIFICATE REVIEW FEE *Acct # - 1100-341-30-210-003-0-000*	
Permit No.	
TOTAL	
○ SUBDIVISION FEES *Acct # - 1100-341-30-210-001-0-000*	
Filing / Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	2 Septic Tanks
1/3 Paving	
Septic Tank - *Acct # - 1100-211-00-000-018-0-000*	$3,000.00
Other *Acct # - 1100-211-00-000-026-0-000*	
TOTAL	$3,000.00

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001



Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

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HEALTH DEPARTMENT
COUNTY OF HIDALGO

November 24.2015

Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: D. FLORES SUB.

Dear Mr. Arredondo:

According to our records, 2 out of **3** lots in **D. FLORES SUBDIVISION** have septic tank systems installed and can be expected to function properly, **D. FLORES SUBDIVISION** is located on FM 491 **.** and **Mile 14 ½ Rd.**.in Mercedes Tx.

Sincerely,

Ruben Hernandez
Environmental Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

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Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **T.J. ARREDONDO, CFM, DIRECTOR OF PLANNING**

Date: **NOVEMBER 24, 2015**

Re: **OAK HILL RANCH PH. 1 SUBDIVISION – PCT. 1**

ON MARCH 13, 2007, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE TO SECURE THE INSTALLATION OF FIFTY TWO (52) SEPTIC TANK SYSTEMS. ON FEBRUARY 20, 2014 THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF TWENTY EIGHT THOUSAND DOLLARS ($28,000.00) TO SECURE THE INSTALLATION OF THE REMAINING TWENTY EIGHT (28) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF TWO THOUSAND DOLLARS ($2,000.00) FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF TWO (2) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWENTY SIX (26) SEPTIC TANK SYSTEMS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF TWO THOUSAND DOLLARS ($2,000.00) FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$28,000.00
1ST REIMBURSEMENT	$ 2,000.00
BALANCE REMAINING	$26,000.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb. 20 2014

Received of: Landco $ 28,000.00

Twenty-eight Thousand and no/100 Dollars

Subdivision: Oak Hill Ranch Ph. 1

Cash _____ Check # 32469 M.O. # _____

Received by: Flor Castillo

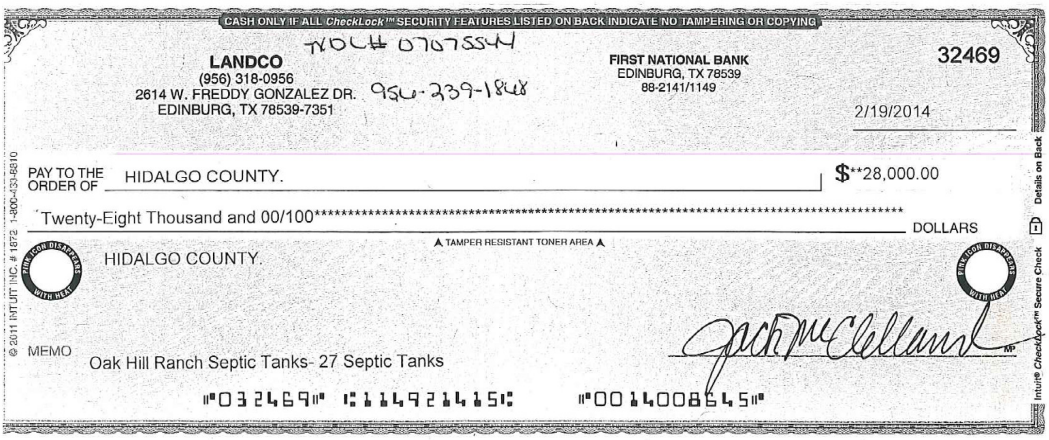
○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank - 28 tanks	28,000.00
Other	
TOTAL	28,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 69498 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001



Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
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Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

November 24, 2015

Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: OAKHILL RANCH PH-1

Dear Mr. Arredondo:

According to our records, **26** out of **52** lots in **OAKHILL RANCH PH-1 SUBDIVISION** have septic tank systems installed and can be expected to function properly. **OAKHILL RANCH PH-1 SUBDIVISION** is located on Mile **20** North Rd. and FM 88 in Monte Alto Tx.

Sincerely,

Ruben Hernandez
Environmental Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
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Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

From: T.J. ARREDONDO, CFM, DIRECTOR OF PLANNING

Date: NOVEMBER 24, 2015

Re: OAK HILL RANCH PH. 2 SUBDIVISION – PCT. 1

ON APRIL 07, 2008, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE TO SECURE THE INSTALLATION OF SIXTY SIX (66) SEPTIC TANK SYSTEMS. ON APRIL 10, 2014 THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF FORTY SIX THOUSAND DOLLARS ($46,000.00) TO SECURE THE INSTALLATION OF THE REMAINING FORTY SIX (46) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF THREE THOUSAND DOLLARS ($3,000.00) FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF THREE (3) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWENTY THREE (23) SEPTIC TANK SYSTEMS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF THREE THOUSAND DOLLARS ($3,000.00) FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$46,000.00
1ST REIMBURSEMENT	$ 3,000.00
BALANCE REMAINING	$43,000.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date April 10 20 14

Received of: J & DMC Properties, LLC $ 46,000.00

Forty-six thousand and 00/100 Dollars

Subdivision: Oak Hill Ranch Ph 2

Cash _____ Check # 1014 M.O. # _____

Received by: [illegible]

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank -	46,000.00
Other	
TOTAL	46,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 69795 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

J&DMC PROPERTIES, LLC TDL# 07075544
2614 W. FREDDY GONZALEZ DR.
EDINBURG, TX 78539
PH. 956-318-0956
956-330-4152

TEXAS REGIONAL BANK
4501 N. 10TH STREET
MCALLEN, TEXAS 78504

1014
88-1733/1149

4/9/2014

PAY TO THE ORDER OF County of Hidalgo $ **46,000.00

Forty-Six Thousand and 00/100********** DOLLARS

County of Hidalgo

MEMO Oak Hill Ranch Ph 2 Septic Tanks

Jack McClelland
AUTHORIZED SIGNATURE

⑈001014⑈ ⑆114916733⑆ ⑈04100294⑆

Details on Back.
Security Features Included

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
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1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

November 24, 2015

Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: OAKHILL RANCH PH-2

Dear Mr. Arredondo:

According to our records, **23** out of **66** lots in **OAKHILL RANCH PH-2 SUBDIVISION** have septic tank systems installed and can be expected to function properly. **OAKHILL RANCH PH-2 SUBDIVISION** is located on Mile 20 North Rd. and FM 88 in Monte Alto Tx.

Sincerely,

Ruben Hernandez
Environmental Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **T.J. ARREDONDO, CFM, DIRECTOR OF PLANNING**

Date: **NOVEMBER 24, 2015**

Re: **VISTA RIDGE ACRES PH. 1 SUBDIVISION – PCT. 1**

ON JULY 28, 2009, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE TO SECURE THE INSTALLATION OF FIFTY (50) SEPTIC TANK SYSTEMS FOR THE ABOVE REFERENCED SUBDIVISION. ON JUNE 27, 2014 THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF ELEVEN THOUSAND DOLLARS ($11,000.00) TO SECURE THE INSTALLATION OF THE REMAINING ELEVEN (11) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF ONE THOUSAND DOLLARS ($1,000.00) FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FORTY SIX (46) SEPTIC TANK SYSTEMS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF ONE THOUSAND DOLLARS ($1,000.00) FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$11,000.00
1ST REIMBURSEMENT	$ 6,000.00
2ND REIMBURSEMENT	$ 1,000.00
BALANCE REMAINING	$ 4,000.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
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Fax (956) 292-7089

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Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date June 27 2014

Received of: J & DMC Properties, LLC $11,000.00

Eleven thousand and 00/100 Dollars

Subdivision: Vista Ridge Acres Ph 1

Cash _____ Check # 1010 M.O. # _____

Received by: Gloria Castillo

○ UTILITY CERTIFICATE REVIEW FEE		
Acct # - 1100-341-30-210-003-0-000		
Permit No.		
TOTAL		
○ SUBDIVISION FEES		
Acct # - 1100-341-30-210-003-0-000		
Filing/Review Fee		
2% Inpsection Fee		
Maps		
Subd. Rules Book		
Other		
TOTAL		
○ ESCROW		
Acct # - 1100-341-30-210-003-0-000		
1/3 Paving		
Septic Tank - 11	11,000.00	
Other		
TOTAL	11,000.00	

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 70281 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

TAX # 07075544

J&DMC PROPERTIES, LLC
2614 W FREDDY GONZALEZ DR
EDINBURG, TX 78539
PH. 956-318-0956 (956) 239-1148

FIRST COMMUNITY BANK
1151 W. HIGHWAY 77
SAN BENITO, TX 78586
88-828/1149
09

1010

6/27/2014

PAY TO THE ORDER OF Hidalgo County

$ **11,000.00

Eleven Thousand and 00/100********** DOLLARS

Hidalgo County

MEMO Vista Ridge Acres- 11 Septic Tanks

AUTHORIZED SIGNATURE

⑈001010⑈ ⑆114908289⑆ ⑈00000725 24⑈

Details on Back. Security Features Included

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

November 20,2015
Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: VISTA RIDGE ACRES PH-1

Dear Mr. Arredondo:

According to our records, **46** of 50 lots in **VISTA RIDGE ACRES PH-1** have septic tank systems installed and can be expected to function properly, **VISTA RIDGE ACRES PH-1** is located on FM 88 & Mile 29 Weslaco, Tx.

Sincerely,

Ruben Hernandez
Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **T.J. ARREDONDO, CFM, DIRECTOR OF PLANNING**

Date: **NOVEMBER 24, 2015**

Re: **VISTA RIDGE ACRES PH. 3 SUBDIVISION – PCT. 1**

ON JANUARY 25, 2011, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE TO SECURE THE INSTALLATION OF TWELVE (12) SEPTIC TANK SYSTEMS. ON JANUARY 22, 2014 THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF THIRTEEN THOUSAND FIVE HUNDRED DOLLARS ($13,500.00) TO SECURE THE INSTALLATION OF THE REMAINING NINE (9) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT SIX (6) SEPTIC TANK SYSTEMS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$13,500.00
1ST REIMBURSEMENT	$ 3,000.00
2ND REIMBURSEMENT	$ 1,500.00
BALANCE REMAINING	$9,000.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
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Phone (956) 292-7080
Fax (956) 292-7089

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Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank (9)	13500.00
Other	
TOTAL	13,500.00

Date Jan 22 20 14

Received of: LandCo. $ 13,500.00

Thirteen thousand five hundred and 00/100 — *Dollars*

Subdivision: Vista Ridge Acres Ph. 3

Cash _____ Check # 32336 M.O. # _____

Received by: Mam

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 69387 **- 2/4**

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COUNTY AUDITOR'S FORM RE-PD-0001

CASH ONLY IF ALL *CheckLock*™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

TXDL# 07075514

LANDCO
(956) 318-0956
2614 W. FREDDY GONZALEZ DR.
EDINBURG, TX 78539-7351

(956) 239-1868

FIRST NATIONAL BANK
EDINBURG, TX 78539
88-2141/1149

32336

1/22/2014

PAY TO THE ORDER OF County of Hidalgo $ **13,500.00

Thirteen Thousand Five Hundred and 00/100********** DOLLARS

TAMPER RESISTANT TONER AREA

County of Hidalgo

MEMO Septic Tank Deposit Vista Ridge Acres #3

Jack McClelland

⑈032336⑈ ⑆114921615⑆ ⑈0014008645⑈

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Details on Back

Intuit® *CheckLock*™ Secure Check

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

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Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

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Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

November 20,2015
Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: VISTA RIDGE ACRES PH-3

Dear Mr. T.J. Arredondo:

According to our records, **6** of **12** lots in **VISTA RIDGE ACRES PH-3** have septic tank systems installed and can be expected to function properly, **VISTA RIDGE ACRES PH-3** is located on **Mile 20 & FM 88 Elsa, Tx.**

Sincerely,

Ruben Hernandez
Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

AI-52533 **Precinct #2** **13. A.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Amendment No. 1 to the Interlocal Cooperation Agreement with the City of San Juan approved by CC 10/14/14 (AI#46887). The Amendment will change the project limits for the Sioux Road Improvements from I Road approx 3,500 LF East of Raul Longoria to I Rd to Cesar Chavez Road.

BACKGROUND

Amendment to Interlocal Agreement will be attached Monday.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-106-0-841

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

BUDGETARY IMPACT:

Amendment to Interlocal Agreement is only to extend project limits and will have no fiscal impact.

Attachments

ica

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/04/2015 11:45 AM
Glinda Pacheco	Glinda Pacheco	12/04/2015 01:59 PM
Purchasing Department	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Erika Zamora		Started On: 12/04/2015 11:32 AM
Final Approval Date: 12/04/2015		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF SAN JUAN, TEXAS DATED OCTOBER 14, 2014

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 San Juan (the "City").

WHEREAS, County and City entered into a Interlocal Cooperation Agreement dated October 14, 2014 (the "Agreement") in which the City and County agrees to provide certain improvements to Cesar Chavez Road, Moore Road, Sioux Road, Eldora Road and Nolana Loop; and

WHEREAS, the parties have determined to amend and correct the project length of road improvements of Sioux Road.

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. Exhibit A shall be deleted in its entirety and Exhibit A attached hereto shall be substituted in lieu of the Exhibit A to the Agreement.

2. 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 SAN JUAN

_____

San Juanita Sanchez, Mayor

ATTEST:

_____

Sandra Guajardo, Interim City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Stephen L. Crain

EXHIBIT A

Cesar Chavez Road Paving and Drainage Improvements - from FM 495 north approximately 1,280 LF

Moore Road Paving and Drainage Improvements - from "I" Road east approximately 1,260 LF

Sioux Road Paving and Drainage Improvements – from "I" Road to Cesar Chavez Road (10,208 LF total approximate project length)

Eldora Road Paving and Drainage Improvements – from "I" to approximately 3500 LF east of Raul Longoria Road (7,580 LF total approximate project length)

Nolana Loop Paving and Drainage Improvements – from Raul Longoria Road to Cesar Chavez Road (6,780 LF total approximately project length)

AI-52518 **Precinct #4** **14. A.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

Resolution in Honor of Ramiro Garza Jr. for 15 years of service with the City of Edinburg

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/03/2015 04:43 PM
Glinda Pacheco	Glinda Pacheco	12/04/2015 01:58 PM
Purchasing Department	Monica Badillo	12/04/2015 05:24 PM

Form Started By: Monica Badillo Started On: 12/03/2015 04:36 PM

Final Approval Date: 12/04/2015

RESOLUTION IN HONOR OF RAMIRO GARZA, JR.
FOR 15 YEARS OF SERVICE WITH THE CITY OF EDINBURG

WHEREAS, Ramiro Garza, Jr. served as City Manager for the City of Edinburg from November 2009 to December 2015; during his tenure, he was responsible for 700 employees, a $100 million budget and general administration of all city services as directed by the Mayor and City Council; and

WHEREAS, under his tenure, Hidalgo County partnered with the City of Edinburg creating Tax Increment Reinvestment Zones which led to economic development resulting in housing and newly planned retail developments in La Sienna, The Shoppes, and the highly anticipated new Bert Ogden Arena, which will be home to the RGV Vipers, improving the quality of life for all valley residents. Such projects are projected to result in over $500M of new taxable values at the completion of the zones, also furthering job creation, local sales tax, and a surge in our local economy; he also worked with Hidalgo County in the vision for a new courthouse that aims to transform downtown Edinburg as a major economic driver; and

WHEREAS, Mr. Garza also led the charge with Hidalgo County and other local entities in regional efforts such as the merger of UTPA and UTB, resulting in a stronger united UTRGV, paving the way for a new UTRGV Medical School, the first of its kind in South Texas. Mr. Garza was also a vital part of the I-69 Coalition which led to the historical interstate designation of over 100 miles of valley highways, promising to bring economic and funding opportunities to our area and connecting our economies with the rest of the nation.

WHEREAS, he is a tireless volunteer with organizations such as the Texas Economic Development Council Executive Committee; Workforce Solutions; Texas Manufacturing Assistance Center; Southwest Community Investment Corporation/Women's Empowerment Business Center; Edinburg Chamber of Commerce; International Economic Development Council; International Council of Shopping Centers; Palmer Drug Abuse Program and many other organizations; and

WHEREAS, after serving 15 years with the Edinburg Economic Development and the City of Edinburg Ramiro Garza, Jr. has decided to pursue new career opportunities. The County of Hidalgo would like to thank Ramiro Garza, Jr. for his outstanding contributions and dedication to the entire region.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby supports the resolution in honor of Ramiro Garza, Jr. and wishes him much success in his future endeavors.

Approved this 8th day of December 2015.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-52537 **Precinct #4** **14. B.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Lulu Lucio, COMM. PCT. #4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

1. Approval of Interlocal Cooperation Agreement between County of Hidalgo and City of McAllen, Texas concerning certain improvements to Mile 5 from Taylor Road to FM 2220 (Ware Road)
2. In accordance with Texas Government Code Section 791.014, approval of proposed project regarding certain road improvements to Mile 5 from Taylor Road to FM 2220 (Ware Road)

3. Approval of Interlocal Cooperation Agreement between County of Hidalgo and City of McAllen, Texas concerning certain improvements to FM 1925 from 1,500 ft. west of FM 2220 (Ware Road) to 10th Street
4. In accordance with Texas Government Code Section 791.014, approval of proposed project regarding certain road improvements to FM 1925 from 1,500 Ft west of FM 2220 (Ware Road) to 10th Street

BACKGROUND

ILA 1925 FM 1925 From 1,500ft West of FM 2220 to 10th Street
City of Mcallen = 5,317 feet
Hidalgo County = 7,883 feet
Total of 2.5 miles

ILA Mile 5 from Taylor Road to FM 2220 (Ware Road)
City of Mcallen = 4,620 feet
Hidalgo County = 660 feet
Total of 1 mile

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1347-431-00-124-169-0-721

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

BUDGETARY IMPACT:

Mile 5 From Taylor Road to FM 2220
Available balance as of 12-4-15 $671,870

From Interlocal:
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 $671,870 of which the County will contribute an estimated amount of $335,935.00

Whereas, the City desires to cooperate by contributing a total sum not to exceed the amount of $335,935.00 to the County toward the project development activities; and

FISCAL YEAR: 2015 **ACCT. #:** 5-1347-431-00-124-168-0-721

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

BUDGETARY IMPACT:

FM 1925 (1,500 ft West of FM 2220 to 10th Street)
Available balance as of 12-4-15 $681,350

From interlocal:
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 $681,350 of which the County will contribute an estimated amount of $340,675.00

Whereas, the City desires to cooperate by contributing a total sum not to exceed the amount of $340,675.00 to the County toward the project development activities; and

---

Attachments

ICA
email
ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/04/2015 01:45 PM
Manuel Chapa	Manuel Chapa	12/04/2015 04:05 PM
Purchasing Department	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Monica Badillo		Started On: 12/04/2015 12:33 PM
Final Approval Date: 12/04/2015		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF MCALLEN, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO MILE 5 FROM TAYLOR ROAD TO FM 2220 (WARE ROAD)

THIS agreement is made on this the _____ day of _____, 2015 by and between the City of McAllen, 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; and

WHEREAS, the City and County desire to cooperate in making needed road improvements to Mile 5 from Taylor Road to FM 2220 (Ware Road) as outlined in Exhibit A (the "Project"); 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 added capacity for increased safety; and

WHEREAS, the County will be the fiduciary agent for this Project and will act as project development lead;

WHEREAS, the City and County desire to proceed and complete the Preliminary Engineering, Environmental, Public Involvement and Schematic Design, of the Road (the "Phase I");

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 $681,870.00 of which the County will contribute an estimated amount of $335,935.00;

WHEREAS, the City desires to cooperate by contributing a total sum not to exceed the amount of $335,935.00 to the County toward the project development activities; and

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 County will act as project sponsor to develop the Phase I of the project development, which includes the Preliminary Engineering, Environmental, Public Involvement and Schematic Design services of the Road 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 Preliminary 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 $335,935.00 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 McAllen
Attention: Hon. Jim Darling
1300 Houston Avenue
McAllen, Texas 78501

With copy to: City of McAllen
Attention: Kevin D. Pagan, City Attorney
1300 Houston Avenue
McAllen, Texas 78501

If to County: Hidalgo County, Texas
Attention: Hon. Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

With copy to: Hon. Joseph Palacios, Commissioner Pct. #4
1051 N. Doolittle Road
Edinburg, Texas 78539

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.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF MCALLEN

By: _____
Hon. Jim Darling, Mayor

ATTEST:

_____
City Secretary

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 Mile 5 from Taylor Road to FM 2220 (Ware Road), a section which is in part within the city limits of McAllen and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of McAllen, Texas, and Hidalgo County.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP .

By: _____
Stephen L. Crain

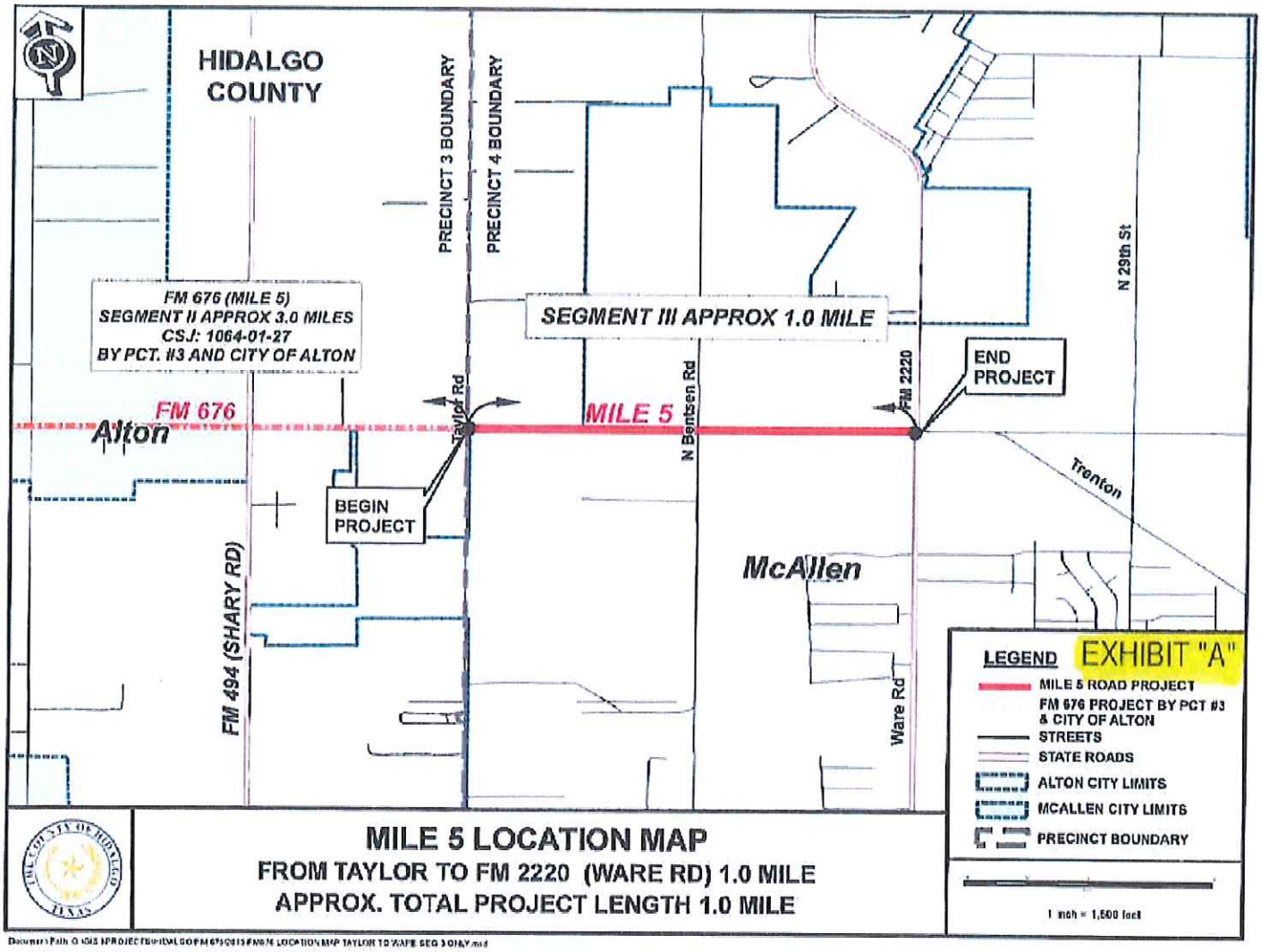

HIDALGO COUNTY
PRECINCT 3 BOUNDARY
PRECINCT 4 BOUNDARY
N 29th St
FM 676 (MILE 5)
SEGMENT II APPROX 3.0 MILES
CSJ: 1064-01-27
BY PCT. #3 AND CITY OF ALTON
SEGMENT III APPROX 1.0 MILE
END PROJECT
FM 676
Alton
Taylor Rd
MILE 5
N Bentsen Rd
FM 2220
Trenton
BEGIN PROJECT
McAllen
FM 494 (SHARY RD)
Ware Rd
LEGEND
EXHIBIT "A"
MILE 5 ROAD PROJECT
FM 676 PROJECT BY PCT #3 & CITY OF ALTON
STREETS
STATE ROADS
ALTON CITY LIMITS
MCALLEN CITY LIMITS
PRECINCT BOUNDARY
1 inch = 1,500 feet
MILE 5 LOCATION MAP
FROM TAYLOR TO FM 2220 (WARE RD) 1.0 MILE
APPROX. TOTAL PROJECT LENGTH 1.0 MILE

EXHIBIT "B"
MILE 5 PROJECT
from Taylor Road to Ware Road (FM 2220)
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT:	MILE 5
LIMITS: (SEGMENT 3)	from Taylor Road to Ware Road (FM 2220) - SEGMENT 3
EXISTING ROADWAY SECTION:	2-lane rural roadway
EXISTING ROW WIDTH	varies 50 to 80 feet
PROPOSED ROADWAY SECTION	4-lane divided urban
PROPOSED ROW WIDTH: SEGMENT 3	80-FT
ESTIMATED CONSTRUCTION COST (SEGMENT 3)(ROADWAY ONLY)	$4,500,000.00
ESTIMATED CONSTRUCTION COST FOR IRRIGATION SYPHON AND BYPASS	$850,000.00
LENGTH FOR 4-LANE ROADWAY (SEGMENT 3)	1.0 Miles

ESTIMATED PROJECT COSTS	*ESTIMATED % LOCAL COST*	*ESTIMATED PROJECT COST*	*ESTIMATED LOCAL COST*
WORK AUTH. NO. 1 for SEGMENT 3 - PRELIMINARY ESTIMATE			
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN			
Environmental Document with TxDOT	100%	$ 97,920.00	$ 97,920.00
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	$ 57,600.00	$ 57,600.00
Archeological and Historical Research	100%	$ 25,000.00	$ 25,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 33,750.00	$ 33,750.00
Schematic for Roadway	100%	$ 85,600.00	$ 85,600.00
Hydrological Map for 1 Ditch & Irrigation Structure	100%	$ 84,000.00	$ 84,000.00
Schematic Design for 3-BX8 Siphon with 48" Steel Pipe Bypass for Irrig Dist. #1	100%	$ 90,000.00	$ 90,000.00
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 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		**$ 671,870.00**	**$ 671,870.00**
PHASE II & III FOR INFORMATION PURPOSES ONLY			
[illegible]	[illegible]	[illegible]	[illegible]
SUB TOTAL		$ 960,500.00	$ 960,500.00
[illegible]	[illegible]	[illegible]	[illegible]
SUB TOTAL		$ 7,802,300.00	$ 1,969,585.00
ESTIMATED TOTAL		**$ 9,434,670.00**	**$ 2,641,955.00**

TOTAL ESTIMATED PROJECT COST : $ 9,434,670.00

Zimbra **maria.lucio@co.hidalgo.tx.us**

RE: Interlocal Agreements

From : Steve Crain <scrain@atlashall.com> Mon, Nov 30, 2015 01:48 PM
Subject : RE: Interlocal Agreements 1 attachment
To : 'Kevin D. Pagan' <kpagan@mcallen.net>
Cc : 'Maria Lucio' <maria.lucio@co.hidalgo.tx.us>

Kevin: I was not aware the documents were already approved by the City. My comments were merely cleaning up the language. I will recommend the County approve the interlocals as approved by the City.

From: Kevin D. Pagan [mailto:kpagan@mcallen.net]
Sent: Monday, November 30, 2015 11:23 AM
To: Steve Crain (scrain@atlashall.com)
Subject: FW: Interlocal Agreements
Importance: High

Steve: In our ongoing effort to maintain good relations(!) (and, btw taxpayer efficiency), may we again tackle the topic of items being presented to my Commission as "approved by the County" and then being changed afterwards?

Your PCT #4 person called us and then sent these over. Just so you will be aware, these are the documents (before your mark-ups) that we were told were "County documents" and ready for approval. Now we are being told (after my Commission has approved them 'as is') that they are going to Commissioners' Court with changes recommended. (Perhaps your office was not aware that the City had already approved them?)

FWIW, we don't see any major problems with the mark-ups, but you should know getting the Mayor to sign something after its been approved (and then changed) is sometimes a coin toss. Given the Holiday schedule, this could mean that they don't get final approval ('final final approval'?) over here until January 11, 2016.

(Again, I don't see anything particularly wrong with the changes—just the 'order' of things.)

Thanks,

Kevin D. Pagan
City Attorney
City of McAllen, Texas

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From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Monday, November 30, 2015 9:56 AM
To: Kevin D. Pagan <kpagan@mcallen.net>
Cc: Steve Crain <scrain@atlashall.com>
Subject: Fwd: Interlocal Agreements
Importance: High

Good Morning Mr. Pagan,
As discussed the following are the corrections Mr. Crain has made.
Should you have any questions please let me know, thank you.

Have a great day!

Respectfully,

Lulu Lucio
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Monday, November 30, 2015 9:20:41 AM
Subject: Interlocal Agreements

Good morning Lulu:
See attached agreements with Mr. Crain's revisions. If you have any questions, please call our office.

Thank you,
Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501

Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

Atlas Hall Rodriguez

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Disclaimer: If you are not the intended recipient or have received this e-mail in error, please notify me via return e-mail and telephone at 956-681-1000, and permanently delete and purge the original and any copy thereof. This e-mail, with attachments hereto, if any, is intended only for receipt and use by the addressee(s) named herein, and may contain legally privileged and/or confidential information. Regardless of address or routing, if you are not the intended recipient, then you are hereby notified that any use, copying, reproduction, dissemination, distribution, or transmission of this e-mail, and any attachments hereto, is strictly prohibited. Whereas all reasonable steps have been taken to ensure the accuracy and confidentiality of the information and data submitted herein, the City of McAllen and its employees are not liable if information or data is corrupted or does not reach its intended destination.

Atlas Hall Rodriguez **image001.jpg**
5 KB

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF MCALLEN, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO FM 1925 FROM 1,500 FT. WEST OF FM 2220 (WARE ROAD) TO 10TH STREET

THIS agreement is made on this the _____ day of _____, 2015 by and between the City of McAllen, 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 road improvements to FM 1925 from 1,500 ft. west of FM 2220 (Ware Road) to 10th Street as described in Exhibit A (the "Project"); 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 added capacity for increased safety; and

WHEREAS, the County will be the fiduciary agent for this Project and will act as project development lead;

WHEREAS, the City and County desire to proceed and complete the Preliminary Engineering, Environmental, Public Involvement and Schematic Design, of the Road (the "Phase I");

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 $671,870.00 of which the County will contribute an estimated amount of $335,935.00;

WHEREAS, the City desires to cooperate by contributing a total sum not to exceed the amount of $335,935.00 to the County toward the project development activities; and

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 the County is the project sponsor to develop the Phase I of the project development, which includes the Preliminary Engineering, Environmental, Public Involvement and Schematic Design services of the Road 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 Preliminary 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 total Phase I project development cost is estimated to be $671,870.00 of which the County will contribute an estimated amount of $335,935.00.

4. The City shall pay County as its contribution for Phase I of the Project the sum of $335,935.00 at time of execution of this Agreement.

5. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 McAllen
Attention: Hon. Jim Darling
1300 Houston Avenue
McAllen, Texas 78501

With copy to: City of McAllen
Attention: Kevin D. Pagan, City Attorney
1300 Houston Avenue
McAllen, Texas 78501

If to County: Hidalgo County, Texas
Attention: Hon. Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

With copy to: Hon. Joseph Palacios, Commissioner Pct. #4
1051 N. Doolittle Road
Edinburg, Texas 78539

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.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF MCALLEN

By: _____
Hon. Jim Darling, Mayor

ATTEST:

_____
City Secretary

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 FM 1925 from 1,500 ft. west of FM 2220 (Ware Road) to 10th Street, a section which is in part within the city limits of McAllen and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of McAllen, Texas, and Hidalgo County.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI-52535 **Budget and Management** **15. A. 1.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Tax Office (1246):
Approval of 2015 unappropriation of funds for the Tax Office Special Vehicle Inventory in the amount of $65,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1246-415-15-140-003-0-XXX

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

BUDGETARY IMPACT:

Unappropriation of operating budget, funds available as of 12-4-15. Currently the operating budget does not have any expenditures recorded.

Attachments

Tax off unappropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	12/04/2015 01:19 PM
Budget & Management	Veronica Ortiz	12/04/2015 01:44 PM
Manuel Chapa	Manuel Chapa	12/04/2015 04:00 PM
Auditor's Office	Monica Badillo	12/04/2015 05:24 PM

Form Started By: Ivan Cantu Started On: 12/04/2015 11:38 AM

Final Approval Date: 12/04/2015

DATE: December 8, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for Tax Office Special Vehicle Inventory

ACCOUNT NUMBER: 5-1246-415-15-140-003-0-XXX

Contact Person: Ivan Cantu Ph#: Ext. 5425

2015
Unappropriation

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
5-1246-415-15-140-003-0- 442	Tax Off.-	Equipment & Veh. Rentals	(5,000.00)
5-1246-415-15-140-003-0- 550	Tax Off.-	Printing & Binding	(10,000.00)
5-1246-415-15-140-003-0- 583	Tax Off.-	Travel Out of Co.	(5,000.00)
5-1246-415-15-140-003-0- 584	Tax Off.-	Registration Fees	(2,000.00)
5-1246-415-15-140-003-0- 660	Tax Off.-	Furn. & Equip Contrld	(43,000.00)
		TOTAL BUDGET INCREASE (DECREASE)	**(65,000.00)**

REASON: Unappropriation of funds. Currently the operating budget does not have any expenditures recorded for calendar year 2015.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

AI-52547 **Purchasing Department** **16. A.**

CC - REGULAR

Meeting Date: 12/08/2015

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

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

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Texas Agrilife Extension Service:
Requesting approval of Requisition #288405 and Requisition #288381 in order to purchase needed supplies and a printer due to not meeting purchase order deadline of November 6, 2015

BACKGROUND

for Administrative Assistant III to print confidential documents as she is now printing to a printer that all staff uses.

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-461-00-380-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of December 4, 2015

Attachments

Supplies
Printer
printer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/04/2015 04:52 PM
Glinda Pacheco	Glinda Pacheco	12/04/2015 05:00 PM
Auditor's Office	Monica Badillo	12/04/2015 05:24 PM

Form Started By: Nora Linda Cruz Started On: 12/04/2015 04:05 PM

Final Approval Date: 12/04/2015

SHIPPING INFORMATION	ACCOUNTING INFORMATION	PAYMENT METHOD
Nora Linda Cruz HIDALGO COUNTY 410 N 13TH ST EXTEN SERV **+ Address Line 3** EDINBURG, TX 78539 USA **956 383-1026**	**Budget Center** **PO** **PO Release**	Invoice this account

SUBTOTAL	$3,325.30
TOTAL	**$3,325.30**

	ITEM PRICE	QTY	TOTAL
 HP 128A Magenta Original LaserJet Toner Cartridge (CE323A) Staples Item # 891403 MFR Item # CE323A Customer Item # 891403 ON-CONTRACT RECYCLED Packing Slip Note	$56.81 EA/1	1	**$56.81**
 HP 128A Cyan Original LaserJet Toner Cartridge (CE321A) Staples Item # 891405 MFR Item # CE321A Customer Item # 891405 ON-CONTRACT RECYCLED Packing Slip Note	$56.83 EA/1	1	**$56.83**
 HP 128A Yellow Original LaserJet Toner Cartridge (CE322A) Staples Item # 891404 MFR Item # CE322A Customer Item # 891404 ON-CONTRACT RECYCLED Packing Slip Note	$56.77 EA/1	1	**$56.77**



HP 128A Black Original LaserJet Toner Cartridge (CE320A)

Staples Item # 891406
MFR Item # CE320A
Customer Item # 891406

ON-CONTRACT RECYCLED

$59.34 EA/1

1

$59.34

Packing Slip Note

Staples® Vellum-Bristol Cover Stock Paper, 67 Lbs., White, 8 1/2"H x 11"W, 250 Sheets/Pk

Staples Item # 490882
MFR Item # 82991
Customer Item # 490882

ON-CONTRACT

$6.28 PK/250

7

$43.96

Packing Slip Note

Staples® Card Stock Paper, 110 Lbs., White, 8 1/2"H x 11"W, 250 Sheets/Pk

Staples Item # 490887
MFR Item # 49701
Customer Item # 490887

ON-CONTRACT RECYCLED

$6.00 PK/250

4

$24.00

Packing Slip Note



Staples® Pastels 30% Recycled Colored Copy Paper, 8 1/2" x 11", 20 lb., Turquoise, 500 Sheets/Rm

Staples Item # 678829
MFR Item # 14784
Customer Item # 678829

ON-CONTRACT RECYCLED

$7.26 RM/500

5

$36.30

Packing Slip Note



Staples® Pastels 30% Recycled Colored Copy Paper, 8 1/2" x 11", 20 lb., Salmon, 500 Sheets/Rm

Staples Item # 678824
MFR Item # 14783
Customer Item # 678824

ON-CONTRACT RECYCLED

$7.26 RM/500

5

$36.30

Packing Slip Note



Staples® Pastels 30% Recycled Colored Copy Paper, 8 1/2" x 11", 20 lb., Goldenrod, 500 Sheets/Rm

Staples Item # 490944
MFR Item # 14788
Customer Item # 490944

ON-CONTRACT RECYCLED

$7.26 RM/500 | 5 | **$36.30**

Packing Slip Note



Staples® Standard View Binder with D-Rings, White, 350 Sheet Capacity, 1-1/2" Ring

Staples Item # 082650
MFR Item # 26438CC
Customer Item # 082650

ON-CONTRACT

$7.10 EA/1 | 5 | **$35.50**

Packing Slip Note



Staples® Standard View Binder with D-Rings, White, 220 Sheet Capacity, 1" Ring

Staples Item # 082656
MFR Item # 26432CC
Customer Item # 082656

ON-CONTRACT

$5.59 EA/1 | 5 | **$27.95**

Packing Slip Note



Staples® 10574 Adjustable 3-Hole Punch, 10 Sheet/20 Lb., Black

Staples Item # 799809
MFR Item # 24539CC/10574

$15.59 EA/1 | 2 | **$31.18**

Packing Slip Note



BIC® Round Stic® Ballpoint Pens, Medium Point, 1.0 mm, Blue Ink / Translucent Barrel, 12/Bx

Staples Item # 123315
MFR Item # 20120/GSM11BL

$3.91 DZ/12 | 6 | **$23.46**

Packing Slip Note



Staples® Aura™ Retractable Gel Pens, Medium Point, 0.7 mm, Red Ink/Clear Barrel, 12/Pk

Staples Item # 213762
MFR Item # 25082
Customer Item # 213762

ON-CONTRACT

$10.63 DZ/12

1

$10.63

Packing Slip Note



Staples® Aura™ Retractable Gel Pens, Fine Point, 0.5 mm, Blue Ink/Clear Barrel, 12/Pk

Staples Item # 214301
MFR Item # 25081
Customer Item # 214301

ON-CONTRACT

$10.63 DZ/12

3

$31.89

Packing Slip Note



Staples® Aura™ Retractable Gel Pens, Fine Point, 0.5 mm, Black Ink/Clear Barrel, 12/Pk

Staples Item # 213765
MFR Item # 25080
Customer Item # 213765

ON-CONTRACT

$10.63 DZ/12

5

$53.15

Packing Slip Note



Staples® Aura™ Gel RT Pens, Medium Point, 0.7 mm, Black Ink / Clear Barrel, 12/Pk

Staples Item # 413380
MFR Item # 22200
Customer Item # 413380

ON-CONTRACT

$10.63 DZ/12

1

$10.63

Packing Slip Note



BIC® Velocity® Retractable Gel-Ink Roller Pens, Medium Point, Red, Dozen

Staples Item # 502918
MFR Item # 31565
Customer Item # 502918

ON-CONTRACT

$10.05 DZ/12

2

$20.10

Packing Slip Note



BIC® Velocity® Retractable Gel-Ink Roller Pens, Medium Point, Blue, Dozen

Staples Item # 495366
MFR Item # 31564
Customer Item # 495366

ON-CONTRACT

$10.05 DZ/12

5

$50.25

Packing Slip Note



BIC® Velocity® Retractable Gel-Ink Roller Pens, Medium Point, Black, Dozen

Staples Item # 495367
MFR Item # 31563
Customer Item # 495367

ON-CONTRACT

$10.05 DZ/12

5

$50.25

Packing Slip Note



Staples® Hype!™ Highlighters, Chisel Tip, Yellow Ink, 12/Pk

Staples Item # 167031
MFR Item # 10401
Customer Item # 167031

ON-CONTRACT

$7.22 DZ/12

4

$28.88

Packing Slip Note



Staples® Copy Paper, LETTER-Size, 92/104 US/Euro Brightness, 20 lb., 8 1/2" x 11", 1 Case, 5,000 sheets

Staples Item # 135848
MFR Item # 135848
Customer Item # 135848

ON-CONTRACT

$36.20 CT/5000

5

$181.00

Packing Slip Note



Sharpie® Twin-Tip Fine Point and Ultra Fine Point Markers, Black, Dozen

Staples Item # 490351
MFR Item # 32001

$31.88 DZ/12

3

$95.64

Packing Slip Note



Adams® Important Message Book, Ruled, 2-Part, White/Canary, 11" x 8 1/4", 1/Ea

Staples Item # 366338
MFR Item # SC1187D

$16.85 EA/1

5

$84.25

Packing Slip Note



Microsoft Mobile Mouse 3500 GMF-00030 USB Wireless BlueTrack Mouse, Black

Staples Item # 927233
MFR Item # GMF00030
Customer Item # 927233

ON-CONTRACT

$19.95* EA/1
~~$19.95~~
*Offer Expires on 12/05/2015

3

$59.85

Packing Slip Note



Logitech® M325 Wireless Optical Mouse, Vivid Violet

Staples Item # 797070
MFR Item # 910003120

$29.99 EA/1

1

$29.99

Packing Slip Note



Tombow Mono® Correction Tape Rainbow Dispenser, 1/6" x 394", White, 6/Bx

Staples Item # 853577
MFR Item # 68670

RECYCLED

$23.84 BX/6

5

$119.20

Packing Slip Note



Staples® File Drawer Pockets, Letter, 5 1/4" Expansion, 10/Bx

Staples Item # 704389
MFR Item # FC1534GSB
Customer Item # 704389

ON-CONTRACT RECYCLED

$22.50 BX/10

4

$90.00

Packing Slip Note



Staples® File Jacket, Reinforced Tab, 1 1/2" Expansion, Manila, LETTER-size, 50/Bx

Staples Item # 119172
MFR Item # 119172S
Customer Item # 119172

ON-CONTRACT RECYCLED

$27.62 BX/50 | 3 | **$82.86**

Packing Slip Note



Staples® File Jacket, Reinforced Tab, 2" Expansion, Manila, LETTER-size, 50/Bx

Staples Item # 440373
MFR Item # 440373S
Customer Item # 440373

ON-CONTRACT

$30.70 BX/50 | 3 | **$92.10**

Packing Slip Note



SanDisk Cruzer Glide 32GB USB 2.0 Flash Drive, Black/Red (SDCZ60-032G-A46)

Staples Item # 642408
MFR Item # SDCZ60032GA46

$27.59 EA/1 | 6 | **$165.54**

Packing Slip Note



Wausau Paper Astrobrights®, 8 1/2" x 11", LETTER-size, 24 lb., Lunar Blue, 500 Sheets/Rm

Staples Item # 491618
MFR Item # 22521/21528
Customer Item # 491618

ON-CONTRACT RECYCLED

$9.17 RM/500 | 5 | **$45.85**

Packing Slip Note



Wausau Paper Astrobrights®, 8 1/2" x 11", LETTER-size, 24 lb., Terra Green, 500 Sheets/Rm

Staples Item # 507430
MFR Item # 22581/21588
Customer Item # 507430

ON-CONTRACT

$9.17 RM/500 | 5 | **$45.85**

Packing Slip Note



Wausau Paper Astrobrights®, 8 1/2" x 11", LETTER-size, 24 lb., Solar Yellow, 500 Sheets/Rm

Staples Item # 491164
MFR Item # 22531/21538
Customer Item # 491164

ON-CONTRACT

$9.17 RM/500

5

$45.85

Packing Slip Note



Staples® Pastels 30% Recycled Colored Copy Paper, 8 1/2" x 11", 20 lb., Lilac, 500 Sheets/Rm

Staples Item # 678826
MFR Item # 14782
Customer Item # 678826

ON-CONTRACT RECYCLED

$7.26 RM/500

5

$36.30

Packing Slip Note



HP 55A Black Original LaserJet Toner Cartridge (CE255A)

Staples Item # 804574
MFR Item # CE255A
Customer Item # 804574

ON-CONTRACT RECYCLED

$121.71 EA/1

4

$486.84

Packing Slip Note



Dawn® Dishwashing Liquid Dish Soap, 1 Gallon Bottle, 4/Ct

Staples Item # 974385
MFR Item # PGC 57445
Customer Item # 974385

ON-CONTRACT

$54.28 CT/4

2

$108.56

Packing Slip Note



Post-it® Self-Stick Easel Pad, 30 Sheets, White, Unruled, 30"H x 25"W, 6/Ct

Staples Item # 760951
MFR Item # 559VAD6PK
Customer Item # 760951

ON-CONTRACT

$148.75 PK/6

1

$148.75

Packing Slip Note

Genuine Joe Clear Plastic Cups, 12 oz., 25/Pack, Plastic, Clear

Staples Item # GJO58231
MFR Item # GJO58231

$2.91 PK/1 | 10 | **$29.10**

Packing Slip Note



Solo® 9" Styrofoam Plates, White, 125/Pk Unlaminated

Staples Item # 901264
MFR Item # DCC 9PWCR/FSF9

$4.76 PK/125 | 5 | **$23.80**

Packing Slip Note

Staples® Top-Tab File Folders, Straight Cut, Manila, LETTER-size Holds 8 1/2" x 11", 100/Bx

Staples Item # 116723
MFR Item # 116723

RECYCLED

$25.49 BX/100 | 5 | **$127.45**

Packing Slip Note



Staples® Paper Clips, Jumbo, Smooth, 1000/Pk

Staples Item # 472506
MFR Item # 72578
Customer Item # 472506

ON-CONTRACT MINORITY OWNED

$8.02 PK/1000 | 2 | **$16.04**

Packing Slip Note



HP 78 Tri-color Original Ink Cartridge (C6578DN)

Staples Item # 392486
MFR Item # C6578DN#140

RECYCLED

$56.74 EA/1 | 1 | **$56.74**

Packing Slip Note



HP 45 Black Original Ink Cartridge (51645A)

Staples Item # 603555
MFR Item # 51645A#140
Customer Item # 603555

ON-CONTRACT

$37.82 EA/1 | 1 | **$37.82**

Packing Slip Note



Sharpie® Fine Point Permanent Markers, Black, Dozen Box

Staples Item # 125328
MFR Item # 30001
Customer Item # 125328

ON-CONTRACT

$10.87 DZ/12

2

$21.74

Packing Slip Note



Avery Easy Peel® Laser Address Labels, 30 Labels Per Sheet, White, 1"H x 2 5/8"W, 3,000 Labels/Bx

Staples Item # 209882
MFR Item # 05160
Customer Item # 209882

ON-CONTRACT

$29.18 BX/3000

7

$204.26

Packing Slip Note



Paper Mate Mirado 100% Recycled Wood Earth Write Pencils, No. 2, Medium, 12/Pk

Staples Item # 331257
MFR Item # 1884492

RECYCLED

$6.02 DZ/12

5

$30.10

Packing Slip Note



Staples® Insertable Big Tab Dividers, 8-Tab, Clear, 8 1/2" x 11"

Staples Item # 153874
MFR Item # 18934/13488

RECYCLED

$1.85 ST/1

20

$37.00

Packing Slip Note



Staples® Insertable Reference Dividers, 8-Tab, Multicolor, 8 1/2" x 11"

Staples Item # 153866
MFR Item # 13487/11111

RECYCLED

$1.15 ST/1

20

$23.00

Packing Slip Note



Staples® 2016 Weekly Pocket Planner, Assorted, (12937-16), 3 1/2" x 6 3/8" Staples Item # 1530469 MFR Item # 1293716	$9.67 EA/1	2	**$19.34**

Packing Slip Note

SUBTOTAL	$3,325.30
TOTAL	**$3,325.30**

Package 5 HP EliteBook 840 G1 Ultralight notebook (Cost Share price $650)

LCD Projectors:

The NEC NP-M282X is standard "square" format (4:3) projector offered at a great price. This projector displays a native resolution of 1024 X 768 pixels and will scale to 1600 X 1200 maximum. The projector has a maximum lamp brightness of 2800 ANSI Lumens, weighs 7.7 pounds and has a 3 year limited warranty and 1 year lamp warranty. Inputs are VGA, HDMI and USB. (Cost Share Price = $275) More information

The NEC NP-M323W is new generation "HD" format (16:9) projector. This projector display a native resolution of 1280 X 800 and a maximum of 1920 X 1200, matching the wide format and resolutions of current computer screens. The screen brightness is 3200 lumens, weight is 7.7 pounds and it has a 2 year warranty with a lamp warranty of 1 year or 500 hours, whichever comes first. The projector has VGA, HDMI direct inputs and also supports USB input and wired LAN inputs. Wireless can be used with the purchase of an additional component. (Cost Share Price = $325) More information

Laserjet Printers:

For black and white moderate duty requirements, choose the HP Laserjet P3015dn with a rated speed of 35 pages per minute and has the duplex option that allows printing on both sides of the paper. This printer is network ready and compatible with stamps.com postage system. (Cost Share Price = $350) X2 = $700.00 More Information

For light to moderate duty color laser requirements, choose the HP M553dn. Be careful when considering a color laser. They are more expensive to operate. This printer uses 4 cartridges, 3 colors and one Black. So you may want to consider adding a color laser only if you already have a good black and white printer. This printer does have the duplex option. This is a network ready printer. (Cost Share Price = $360) More Information

Scanner

We have the Fujitsu FI-7160 Document Scanner on this program. This is a high speed, high quality, sheet feed scanner. It is designed for conversion of paper documents to electronic format, but can scan single pages, photos and odd sizes. This model is compatible with the LaserFiche system and Windows 7. (Cost Share Price = $450). More Information

How to Order:

To participate please complete the online order form. You will receive an email acknowledgment with detail for your records.

http://agrilife.org/it/services/countyprogram/csorder/

There are a few things I ask that you keep in mind when ordering:

Please be sure your county officials understand that any items purchased are, and will remain, property of Texas AgriLife Extension Service. I suggest they view the county cost as the purchase of a lifetime lease.

Comm. Code- 20476 Req # 00288381

PO #

The source of funds for the county share should be funds that are currently available. You will be billed when the orders are confirmed as shipped.

Also regarding source of funds, any local source is acceptable. The local source does not need to be the county government, but could be one of your local committees, a fair board, 4H Adult Leaders, or even a private individual who just wants to contribute something to Extension. Just be sure that when we send a bill to the address you give us, someone will pay it. This local source must fully understand, though, that the equipment is for use by you and your Extension office, not for them.

The exception to this local source rule is where you have funds in an Extension workshop account which have been generated through a local or county level Extension educational event, where registration fees were paid to Extension. Since these funds were locally generated, they are eligible for use in the cost share program. State appropriated fund accounts cannot be used. If you use an Extension Account you must put the account number on the order form.

When completing the form, please be clear and complete on both the billing address and the shipping address.

If you have any questions, please let me know.

James C. Segers, PhD
IT Coordinator – Texas A&M AgriLife Extension Service
AgriLife Information Technology
email: j-segers@tamu.edu
phone: 979 845 9689

Technical Support

AgriLife First Call Help Desk at 866 966 2056

Texas A&M AgriLife I.T.

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- Color Laser Printers/



- 
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High-volume Color Laser Printers

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HP LaserJet 400 and 500 series with JetIntelligence—Fastest two-sided printing in class

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- Related links
- Data Sheets / Documents
- Technical Support / Manuals

- *Estimated U.S. retail price. Actual price may vary.

HP is committed to providing our customers with information about the chemical substances in our products as needed to comply with legal requirements such as REACH (Regulation EC No 1907/2006 of the European Parliament and the Council). A chemical information report for this product can be found at: www.hp.com/go/reach.

United States

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From: Jim Segers
To: Nora Cruz
Subject: RE: Printer
Date: Wednesday, December 02, 2015 8:49:38 AM

Nora,
Seems like an odd request, but I don't see an issue with receiving the printer by December 30. We do not keep the printers in stock, when an order is placed we have the vendor ship one directly to location. Generally that takes about a week. The Christmas season and shipping could cause a delay.

If it will help we can place the order right away. You would for sure get it prior to December 30 that way, probably before December 16. I would need your confirmation that you will place the order on the 16th.

Jim …

From: Nora Cruz
Sent: Wednesday, December 02, 2015 8:15 AM
To: Jim Segers
Subject: Printer

Good Morning Dr. Segers!

We are needing to order a printer (see attached), but will not be able to order until December 16, 2015, however, before our County Purchasing Department approves a purchase order they will need a definite confirmation that we will be receiving the printer before December 30, 2015. Please email me request of confirmation as soon as you can. Much appreciated!

Thank you,

Nora Linda Cruz
Administrative Assistant III
Texas AgriLIFE Extension Service
Hidalgo County
410 North 13th Avenue
Edinburg, TX 78541
Office: (956) 383-1026
Fax: (956) 383-1735

A SMILE IS WORTH A THOUSAND WORDS - HAVE A FANTASTIC DAY! :)

AI-52528 **Purchasing Department** **16. B. 1.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted By: Yvette Islas,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval and acceptance of the negotiated agreement between Hidalgo County and Brown & Brown Lone Star Insurance Services, Inc. dba Alamo Insurance Group (ranked by HCCC on 11-17-15) including the Best And Final Offer (BAFO) for RFP No: 2015-283-10-28-YSS Consulting Services for Self-Funded Insured Group Health.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-2201-415-00-115-009-0-339

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

BUDGETARY IMPACT:

2016 Adopted Budget approved $47,500.00.

Attachments

ai 52528 bk up

bill amount

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/04/2015 04:02 PM
Budget & Management	Veronica Ortiz	12/04/2015 04:03 PM
Auditor's Office	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Yvette Islas		Started On: 12/04/2015 10:31 AM
Final Approval Date: 12/04/2015		

CONSULTANT SERVICES AGREEMENT

THIS **CONSULTANT SERVICES AGREEMENT** (this "Agreement"), effective January 1, 2016 (the "Effective Date"), is made by and between **HIDALGO COUNTY** ("County"), and the San Antonio office of **BROWN & BROWN LONE STAR INSURANCE SERVICES, INC**., **D/B/A ALAMO INSURANCE GROUP** ("Consultant").

Background

County wishes to retain Consultant to perform certain specified advisory services as described in this Agreement. Consultant wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term**. The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, with the option of the County to renew for three (3) additional one (1) year periods at the same rate and terms, unless sooner terminated as herein provided.

2. **Relationship of Parties**. Consultant is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Consultant by the County, Consultant will provide services to the County as an insurance consultant. County acknowledges that Consultant, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities County expressly consents to such relationship, if applicable, in the rendition of services by Consultant under this Agreement.

3. **Consultant Services.** Consultant, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"). **Nothing in this Agreement shall be construed to impose any obligations on Consultant, or limitations on Consultant's compensation, relative to services other than as specifically delineated above.**

4. **County Responsibilities**. In consideration of the Services provided by Consultant, County agrees as follows:

(a) County shall cooperate fully with Consultant and the insurance companies with whom Consultant solicits in the performance of Consultant's obligations under this Agreement.

(b) County shall timely produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Consultant. County further agrees to provide Consultant with notice of any material changes in County's business operations, risk exposures or in any other material information provided under this Agreement. In addition, County shall carefully read each insurance policy issued to County in order to confirm the accuracy of the facts reflected therein and that the policy(ies) contain(s) the terms and coverages desired. County is responsible for recommending any changes to insurance policies issued to County.

5. **Compensation.** In consideration of the Services, County shall compensate Consultant as set forth in Schedule B (the "Consultant Services Fee"). With regard to the Consultant Services Fee, County and Consultant acknowledge and agree as follows:

(a) Compensation for the Services specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation and charges set forth in this Agreement and shall be paid by County upon request.

(b) County acknowledges and agrees that the Consultant Services Fee is reasonable in relation to the Services to be provided by Consultant hereunder.

6. **Confidentiality**. To the extent consistent with performances of Consultant's duties under this Agreement, Consultant and County agree to hold in confidence Confidential Information (defined below). County acknowledges, however, that Consultant will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance

intermediaries. "**Confidential Information**" means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Consultant or County become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

7. **Termination**.

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, in the event that, during any Term hereof, the Commissioners Court does not appropriate sufficient funds to meet the monetary obligations of the County under this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to Consultant. The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of the Agreement. The Parties intend this provision to be a continuing right to terminate this agreement at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1996).

In addition and notwithstanding the provision in subparagraph (a) above, County may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Consultant's insurance license in the State of Texas if not cured by Consultant within sixty (60) days following such suspension or termination; (ii) Consultant's participation in any fraud; or (iii) Consultant's material failure to properly perform its duties and responsibilities hereunder because of Consultant's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Consultant may terminate this Agreement upon the happening of any one of the following causes: (i) County's failure to pay any Consultant Services Fee more than forty-five (45) days after such payment is due; (ii) County's participation in any fraud; or (iii) County's material failure to properly perform its duties and responsibilities hereunder because of County's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release County from any accrued obligation to pay any sum to Consultant (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

(e) Notwithstanding anything to the contrary herein, County may terminate the Contract without cause upon (30) days written notice at any

time for any reason or no reason at all. In the event this Contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Consultant at the time of termination under this Contract will be due and payable to Consultant within thirty (30) days following the time of contract termination.

8. **Notices**. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to County:

Honorable Ramon Garcia
Hidalgo County Judge
100 E. Cano Street, 2nd Floor
Edinburg, Texas 78539
Email: countyjudge@co.hidalgo.tx.us

If to Consultant:

Brown & Brown Lone Star Insurance Services, Inc.
d/b/a Alamo Insurance Group
3201 Cherry Ridge Drive, Bldg. D504
San Antonio, Texas 78203
Attn: Danny Simmerman
Email: dsimmerman@alamoinsgrp.com

With a copy to:

Brown & Brown, Inc.
220 Ridgewood Ave
Daytona Beach, FL 32114
Attn: Carrie R. Brown, Corporate Counsel
Email: carrie.brown@bbins.com

or such other address as either shall give to the other in writing for this purpose.

9. **Severability**. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

10. **Texas Law Applies; Venue**. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Hidalgo County, Texas.

11. **Assignment**. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

12. **Entire Agreement.** This Agreement (including the schedules, documents and instruments referred to herein or attached hereto) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of County and Consultant by their respective duly authorized representatives.

[Remainder of page intentionally left blank – Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY:

Hidalgo County
the County of Hidalgo, Texas

By:_____
Name: Ramon Garcia
Title: County Judge

Witnesses:

By:_____
Name: _____
Title: _____

Attest:

By:_____
Name: Arturo Guajardo
Title: County Clerk
Date:

Approved as to Form:
Atlas, Hall & Rodriquez, LLP

By:_____
Name: Stephen L. Crain
Title: _____

CONSULTANT:

Brown & Brown Lone Star Insurance Services, Inc. d/b/a Alamo Insurance Group
a Texas corporation

By: _____
Name: John McMahan
Title: Executive Vice President

Witnesses:

By: _____
Name: _____
Title: _____

Approved by Commission Court

By: _____
Name: _____
Title: _____

SCHEDULE A

CONSULTANT SERVICES

Subject to the terms of this Consultant Services Agreement, Consultant shall provide the Services listed below, but only in relation to the following Lines of Insurance: (a) Group Life and Accidental Death Plan; (b) Group Health Benefits Plan; and (c) Third Party Administration Services.

Services are as follows:

1 Assist in monitoring the current health benefits provider, from January 1, 2016 through December 31, 2020.

2 Review medical plan information and data from health benefits providers.

3 Prepare the Request for Group Health Benefits Plan with Life, Accidental Death and Dismemberment Proposal (RFP).

4 Assist in monitoring the solicitation of qualified insurers and vendors.

5 Analyze the RFP responses and make recommendations for vendor(s) and coverage.

6 Make recommendation for the selection and presentations of vendor finalists.

7 Assist in monitoring program implementation (effective January 1, 2016 through to December 31, 2020.

SCHEDULE B

COMPENSATION

Consultant Services Fee:

In consideration of the Services, County shall compensate Consultant in the amount of SIXTY THOUSAND DOLLARS AND 00/100 ($60,000.00) each year during the term and duration of this Agreement (the "Consultant Services Fee"). The Consultant Services Fee shall be due and payable in equal monthly installments, the first of every month, in the amount of **FIVE THOUSAND DOLLARS AND 00/100 ($5,000.00).** The first installment shall be fully earned and payable upon the County's execution and delivery of this Agreement.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 19, 2015

Gary Looney
Senior Vice President
Brown & Brown Lone Star Service, Inc.
dba Alamo Insurance Group
3201 Cherry Ridge, Ste D405
San Antonio, TX 78230

via email: glooney@alamoinsgrp.com & lgarcia@alamoinsgrp.com

Re: Hidalgo County - "Consulting Services for Self-Funded Insured Group Health for Hidalgo County Employees"

Dear Mr. Looney:

Pursuant to action taken by the Hidalgo County Commissioners' Court, your firm was ranked #1 and approved to proceed with the negotiations process of for the purposes of: Consulting Services for Self-Funded Insured Group Health for Hidalgo County Employees for Hidalgo County.

We request that you submit a draft copy of the agreement you will be proposing for this service and your best and final offer for the scope of work as stated in the RFP submitted, no later than **5:00 pm, Tuesday, November 24, 2015.**

We, Brown & Brown Lone Star Insurance Service, Inc. agree to the Best and Final Offer in the amount of $60,000.00. (Annual fee) extending this annual fee for a total period of four (4) years.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to: yvette.salinas@co.hidalgo.tx.us .

Signed: Gary Looney

Printed Name: GARY LOONEY

Title: Senior Vice President

Should you have any questions, or require further information, please do not hesitate to contact our office at (956) 292-7000 Ext. 4874.

Respectively,

Yvette Salinas

Yvette Salinas, Buyer III
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/8/2015

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: SANDRA RAKAUSKAS #15250	
Brown & Brown - Daytona Beach 220 S. Ridgewood Ave., Suite 210 Daytona Beach FL 32114	PHONE (A/C, No, Ext): 386-239-5750	FAX (A/C, No): 386-323-9134
	E-MAIL ADDRESS: SRAKAUSKAS@BBDAYTONA.COM	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Travelers Prop & Cas of Amer	25674
INSURED BROWN-3	INSURER B : Continental Casualty Company	
BROWN & BROWN INC ETAL P O BOX 2412 DAYTONA BEACH FL 32115	INSURER C : Travelers Indemnity	25658
	INSURER D : XL Specialty Ins Inc.	37885
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2088788479 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			TC2JGLSA9527B87415	1/1/2015	1/1/2016	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 $5,000 $1,000,000 $10,000,000 $10,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			TC2JCAP9527B86215	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			6011849429	1/1/2015	1/1/2016	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TC2J0UB9517B58015 TRKUB9518B76115	1/1/2015 1/1/2015	1/1/2016 1/1/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	INS AGENTS E&O			ELU13729715	1/1/2015	1/1/2016	EACH LOSS	5,000,000

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

Named Insured: Brown & Brown Lone Star Insurance Services, Inc. Alamo Insurance Group

CERTIFICATE HOLDER

Brown & Brown Lone Star Insurance Services, Inc. Alamo Insurance Group
3201 Cherry Ridge Dr., Ste D405
San Antonio TX 78230

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: FW: draft agrmnt (15.283 cons)

From : Steve Crain <scrain@atlashall.com>
Thu, Dec 03, 2015 02:05 PM
1 attachment

Subject : RE: FW: draft agrmnt (15.283 cons)

To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

The document is OK.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Thursday, December 03, 2015 1:39 PM
To: Stephen L. Crain <scrain@atlashall.com>
Subject: Re: FW: draft agrmnt (15.283 cons)

Please see revision as requested.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

----- Original Message -----
From: Stephen L. Crain <scrain@atlashall.com>
To: 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>
Sent: Thu, 03 Dec 2015 13:23:06 -0600 (CST)
Subject: FW: draft agrmnt (15.283 cons)

Hi Yvette:

Attached is page 2 of 6 with Mr. Crain's revisions 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: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Thursday, December 03, 2015 11:59 AM
To: Steve Crain
Subject: RE: draft agrmnt (15.283 cons)

As per out conversation, please see paragraph 7(e) on pages 2 and 3. Is this the correct wording?

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

----- Original Message -----
From: Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>
To: Steve Crain <scrain@atlashall.com>
Sent: Thu, 03 Dec 2015 11:11:57 -0600 (CST)
Subject: RE: draft agrmnt (15.283 cons)

Good Morning Mr Crain,

Historically we have not used the County's consultant agreement on this project; the Consultant's agreement has been used with legal's approval. For this reason a draft contract was not included in the RFP packet.

I have incorporated your concerns in to this agreement.

(I have issues with respect to the second sentence in numbered paragraph 5, 5b, and 10. The agreement must have a 30 day without cause termination clause for County.)

Respectfully,
Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>
Sent: Tue, 24 Nov 2015 10:38:52 -0600 (CST)
Subject: RE: draft agrmnt (15.283 cons)

I have issues with respect to the second sentence in numbered paragraph 5, 5b, and 10. The agreement must have a 30 day without cause termination clause for County. I suggest the County use its consultant agreement rather than this agreement.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Tuesday, November 24, 2015 9:55 AM

To: Steve Crain
Subject: draft agrmnt (15.283 cons)

Good Morning Mr. Crain,

Please review attached.

Thank you,
Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

---

image001.jpg
639 B

Insurance Description	Company	Insurance Vendor By Company	SIR	Coverage		Premium Breakdown
				Per Incident	Annual Agg.	
Property & Flood Insurance	MSW	Lexington	$25,000 / $50,000	Insured Limits		$ 632,946.00
Boiler & Machinery	MSW	Continental Casualty Company	$ 10,000	Insured Limits		$ 7,000.00
General Liability & Employee Benefits	Montalvo	Munich - Princeton	$ 100,000	$ 1,000,000	$ 2,000,000	$ 400,966.00
Auto Liability & Auto Physical Damage	Montalvo	Munich - Princeton	$ 100,000	$ 1,000,000		$ 178,207.00
Public Officials & Wrongful Acts	Montalvo	Munich - Princeton	$ 100,000	$ 2,000,000	$ 2,000,000	$ 519,771.00
Law Enforcement Liability	Montalvo	Munich - Princeton	$ 100,000	$ 1,000,000	$ 2,000,000	$ 386,115.00
Crime	Montalvo	ACE American Insurance	$ 50,000	$ 500,000		$ 15,000.00
Differences in Conditions	Montalvo	Ace American Insurance		$ 1,000,000		$ 3,000.00
Kidnap / Extortion	Montalvo	Ace American Insurance	Various	Various		$ 7,000.00
Pollution Liability	Montalvo	Illinois Union	$ 5,000	$ 2,000,000	$ 4,000,000	$ 4,500.00
Medical Malpractice Liability	Montalvo	Evanston Insurance	$ 25,000	$ 1,000,000	$ 3,000,000	$ 134,200.00
Errors / Omission - District Clerk	Montalvo	Underwriters @ Llyods	$ 1,500	$ 700,000	$ 700,000	$ 9,206.00
Errors / Omission - County Clerk	Montalvo	Underwriters @ Llyods	$ 1,500	$ 500,000	$ 500,000	$ 9,202.00
Cyber Attack Insurance	Montalvo	AIG/Illinois National	$25,000 / $50,000	$ 3,000,000	$ 3,000,000	$ 34,027.00
Volunteer Accident Policy	Montalvo	National Union Fire Ins.	$ 500	$ 5,000		$ 600.00
Third Party Administration	Montalvo	Tri-Star				$ 49,500.00
						$ 2,391,240.00

AI-52024 **Purchasing Department** **16. B. 2.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of invoices of Premiums/Fees (awarded by HCCC 10-27-15) and attached hereto as 2016-2017 Coverage Summary for Property and Casualty Insurance Policies in the total amounts of $639,346.00 McGriff Seibels & Williams of Texas, Inc. and $1,751,297.00 to Montalvo Insurance Agency effective January 01, 2016 through January 01, 2017 with authority for County Treasurer to issue checks after review, audit and processing procedures completed by County Auditor with the authority for Court Member or Commissioner's Court Executive Officer to sign any applicable documentation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 6-1100-419-00-125-009-0-XXX

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

BUDGETARY IMPACT:

Attachments

52024 bk up

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	12/04/2015 05:24 PM

Form Started By: Yvette Islas Started On: 10/28/2015 02:03 PM

Final Approval Date: 12/04/2015

McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
818 Town and Country Blvd., Suite 500 / Houston, Texas 77024-4549
TEL-(713) 877-8975 FAX-(713) 877-8974

INVOICE

INVOICE DATE	INVOICE NUMBER
11/30/2015	0001D
ASSURED NUMBER	AGENT
41-062909-000	Joe Blasi
EFFECTIVE DATE	AMOUNT ENCLOSED
01/01/2016	

Assured: **Hidalgo County**
2802 So. Business Hwy 281, New Administration Bldg.
Edinburg, TX 78540

Detach & Return with Remittance To: McGriff, Seibels & Williams of Texas, Inc. 818 Town & Country Blvd., Suite 500 Houston, TX 77024-4549

All Other Correspondence To: McGriff, Seibels & Williams of Texas, Inc. 818 Town & Country Blvd., Suite 500 Houston, TX 77024-4549

Policy Number: TBD
Policy Term: 01/01/2016-2017
Company: Lexington and Various Carriers
Coverage: Commercial Property and Terrorism (including coverage for flood zones A & V)

Total Insured Values: $296,394,076

Premium: **$632,346.00**

Policy Number: TBD
Policy Term: 01/01/2016-2017
Company: Continental Casualty Company
Coverage: Boiler & Machinery

Premium: **$7,000.00**

IF THIS POLICY IS NOT DESIRED, IT MUST BE RETURNED AT ONCE. HOLDING SAME WILL BE CONSIDERED ACCEPTANCE.

INVOICE DATE	INVOICE NUMBER
11/30/2015	0001D

Thank You!

AMOUNT DUE:
$639,346.00

Invoice Received by: _____ on 11/30/15
Goods Received by: HIDALGO COUNTY INS. on 1/1/2016
Account # 6-110C-410-00-115.025.0-XXX
P.O. # _____

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Hidalgo County
PO Box 1356
Edinburg, TX 78540

12/04/2015

INVOICE

Term: 01/01/2016 – 01/01/2017

Company	Line of Business	Coverage Limit	SIR/Deductible	Projected Premium/Fees
Munich – Princeton	General Liability	1,000,000/2,000,000	$100,000	**$400,966.00**
Munich – Princeton	Auto Liability Auto Physical Damage	1,000,000 1,000,000	$100,000 $100,000	**$178,207.00**
Munich – Princeton	Public Officials	2,000,000/2,000,000	$100,000	**$519,771.00**
Munich – Princeton	Law Enforcement	1,000,000/2,000,000	$100,000	**$386,115.00**
ACE	Crime	500,000	$ 50,000	**$15,000.00**
Ace American	Differences in Conditions	1,000,000		**$3,000.00**
Ace American	Kidnap/Extortion	Various	Various	**$7,000.00**
Illinois Union	Pollution Liability	2,000,000/4,000,000	$5,000	**$4,500.00**
Evanston Insurance	Medical Malpractice Liability	1,000,000/3,000,000	$25,000	**$134,200.00**
Certain Underwriters @ Lloyds	Errors/Omissions District Clerk	700,000/700,000	$1,500	**$9,206.00**
Certain Underwriters @ Lloyds	Errors/Omissions County Clerk	500,000/500,000	$1,500	**$9,202.00**
AIG Illinois National	Cyber Liability	3,000,000/3,000,000	$25,000 $50,000	**$34,027.00**
National Union Fire	Volunteer Accident	$5,000	$500	**$600.00**
TriStar	Third Party Administration			**$49,500.00**
TOTAL PREMIUM				**$1,751,294.00**

The premium has been determined based upon the auto schedule and other underwriting information received. A premium adjustment will be made for any additional vehicles or other increase in exposure. The premium indicated does include fees.

Payment due upon receipt.
Thank you for your business!

Invoice Received by: _____ on 12/4/15
Goods Received by:
Hidalgo County Ins on 1/1/16
Account # 6-1100-419-00-125-0091-05520
P.O. # _____

BBB ALL FORMS OF INSURANCE Trusted Choice™

208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596
Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

SPECIAL MEETING - October 27, 2015

BE IT REMEMBERED, that on this 27th day of October A.D., 2015, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. AI-51418 Presentation of bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County - "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt" through project No.: 2015-024-10-16-SGS.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2. AI-51951 a. Presentation of scoring grid (for the purposes of ranking by CC) of the responses received and evaluated in connection with RFP No. 2015-101-10-07-YSS Property & Casualty Insurance Policies (Including 3rd Party Administration Services), SOLELY for “Commercial Property/Boiler Machinery-Terrorism Included” in order to award and approve premiums for same;

	Montalvo Insurance	McGriff Seibles & Williams
Evaluator 1	90	98
Evaluator 2	86	94
Evaluator 3	81	91
Average Score	85	94
CC Rank	2	1

Ms. Salazar reminded Commissioner Palacios who the evaluators were, Mr. Cruz, Mr. Quintanilla, Ivette Salinas and herself.

Mr. Quintanilla spoke about the coverage the county has had for the last 10 years, he mentioned that this year MSW came in and proposed a different coverage for the county. He stated that currently the county has a $ 25,000 deductible for property coverage plus a 2% on wind and hail. Now with the new company the county will be insured for $25,000 in property coverage with $ 50, 000 on wind and hail. Previously they would of have to buy supplemental insurance or buy back policies in order to to cover that $ 50,000 to $ 499,000 for two events per year. This new proposal would eliminate the need for that additional insurance. Therefore they are recommending this new company because of the lower premiums and deductibles, plus they are also recommending the option for flood insurance in zone A.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

b. Recommendation to accept “Premium Summary”, award the top ranked proposal received from McGriff Seibles & Williams for Hidalgo County’s Property & Casualty Insurance Policies (Including 3rd Party Administration Services), SOLELY for “Commercial Property/ Boiler Machinery-Terrorism Included” with authority to purchase said policies and services from: McGriff Seibles & Willams.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval to include the option for flood insurance for Zone A.

Vote: 5 - 0 - Unanimously

c. Review and recommendation and action by HCCC to accept the sole response received from Montalvo Insurance [with five options for HC to consider and award] as "qualified" to proceed to the next phase of the procurement process for other policies “Hidalgo County’s Property & Casualty Insurance Policies (Including 3rd Party Administration Services) for said policies and services from the following companies, including, but not limited to the following: Munich–Princeton, Ace American Ins., Merkel Evanston Ins., Lloyd’s London, Ace American, Ins., AIG/Illinois, National Union Fire Ins., Third Party Administration.

Mr. Quintanilla recommended to stay with the current vendor reason being that if they do away with them their coverage would go up close to $1 million which would wipe out any savings that they would have with any other carrier. The county has been with current vendor for the last two years and have not experienced any issues and everything has stayed the same, for the exception of medical malpractice. For the medical malpractice they are recommending to stay with Merkel Evanston Ins., it is a $ 34,000 premium. Lloyd's London had a lower premium at $30,000 however, their deductible is higher.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Mr. Quintanilla mentioned there's going to be a decrease from last year's premium by about $ 300, 000

d. Approval to proceed to complete applications [as required by vendor] including authority for Judge, Court Member of Commissioners’ Court or Executive Officer to sign any applicable documentation for said policies and services from Munich- Princeton, Merkel Evanston Ins., Lloyd's London, Ace American Ins., Tri- Star and National Union Fire.

On motion by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, seconded by COMMISSIONER PCT. 3, JOE FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 -Unanimously

e. Acceptance and approval of schedule of premiums/fees (as approved by CC) and attached hereto as 2016-2017 Coverage Summary for Property and Casualty Insurance Policies awarded in the total amount of $ 2, 384,240 effective January 01, 2016 through January 01, 2017 with authority to purchase.

On motion by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, seconded by COMMISSIONER PCT. 3, JOE FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 -Unanimously

Commissioner Cuellar stepped away from the meeting.

Mr. Valde Guerra requested to be the one appointed to sign off all the required documents for said policies and services in connection to Item.23.A.2.D.

3. AI-51594 a. Reject the sole proposal received [incomplete] for: "Section .... and COBRA Administration Services [Only]" and, if approved;

Ms. Salazar clarified the reason they are requesting to reject is because the submission was incomplete.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

b. Requesting authority to exercise Hidalgo County's to renew with UnitedHealth Care a one (1) year extension under the same rates, terms and conditions [as provided under the original RFP award in 2013] for "Section ... and COBRA Administration Services" with renewal/extension effective January 1, 2016 through December 31, 2017.

Correction: From 1 year renewal to 2 years.

The original 2013 award was a 5 year term with a 3 year rate guarantee, this is now the second part of the original award.They are providing the county with the rates from the last 2 years of that initial 5 year term.

Commissioner Cuellar joined the meeting.

Mr. Eufracio approached the court to explain that there’s no need to renew since it is a 5 year contract. Ms. Salazar explained to him that this is not a renewal but a simple acceptance of the fees for the last 2 years. She emphasized that the vendor has agreed in writing that it will be for the last 2 years of the original 5 year engagement.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

AI-52530 **Purchasing Department** **16. C. 1.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to County Auditor's request action to clarify (agenda item 51738 on 10/13/15) for Prodigy Construction Management, LLC, for construction management services for the Hidalgo County Sheriff's Office including but not limited to the following in order to process payment for additional scope of work and not to exceed $7,500.00 per month thru December 31, 2015:

a) Reaffirming original amendment approved so as to process payment to Prodigy Construction Management, LLC, Invoice No. 1284 & 1285 (agenda item 52230 on 11/17/15);

b) Modifying amendment (as per Auditor's request) to insert the wording under Article 4.2(a), "include an **additional** hourly cost...," so as to permit processing of payments.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-423-21-280-087-0-452

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

BUDGETARY IMPACT:

PO#718240

Attachments

Amendment No. 1-Original

Amendment No. 1-Revised

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/04/2015 03:10 PM
Budget & Management	Veronica Ortiz	12/04/2015 03:28 PM
Glinda Pacheco	Glinda Pacheco	12/04/2015 04:32 PM
Auditor's Office	Monica Badillo	12/04/2015 05:24 PM

Form Started By: Rocio Villarreal Started On: 12/04/2015 11:04 AM
Final Approval Date: 12/04/2015

FILED
AT 2:00 O'CLOCK P.M.
NOV 20 2015
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICE AGREEMENT BETWEEN
HIDALGO COUNTY, TEXAS AND
PRODIGY CONSTRUCTION MANAGEMENT, L.L.C.

This **AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICE AGREEMENT** is dated the 13th day of October, 2015 by and between **HIDALGO COUNTY** (the "County"), and **Prodigy Construction Management, L.L.C.,** (the "Company");

WHEREAS, Company and County entered into an Agreement dated October 14, 2014 in which the Company agreed to provide construction management services in connection with Law Enforcement/Adult Detention Facilities Repair (the "Agreement")

WHEREAS, due to a change in circumstances the Company and County agreed to modify the scope of services to be provided by the Company for the County under the Agreement with respect to the Law Enforcement/Adult Detention Facilities Repair at the request of the County to include a estimated cost of $7,500.00 to extend the time frame to coordinate unforeseen mechanical issues as described in Exhibit "A" attached hereto; and

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendments to the Agreement:

1. Article 4.2(a) of the Agreement is hereby deleted in its entirety and the following shall be inserted in lieu thereof:

   The Basic Services Compensation to the Construction Manager is a lump sum fee of Ninety thousand and no 00/100 Dollars ($90,000.00) which includes an hourly cost not to exceed $7,500.00 per month to coordinate unforeseen mechanical issues.

2. The first and second sentence of Article 5.1 of the Agreement is hereby deleted in their entirety and the following shall be inserted in lieu thereof:

The duration of Basic Services under this Agreement shall begin as of the date this Agreement is executed by all parties and shall terminate no later than December 31, 2015.

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Company and County 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

Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 10/13/15

ATTEST:

Arturo Guajardo Jr.

Arturo Guajardo, Jr., County Clerk

Prodigy Construction Management, L.L.C.

Approved as to Form:
ATLAS & HALL, L.L.P.

By: Stephen L. Crain

Exhibit A

Prodigy Fee Proposal

County – Law Enforcement Adult Detention Re Roofing Project

C-14360-10-14

Estimated Man Hours

	Scope of Service	Consultant –Project Manager	Clerical	Estimated Total hours spent per month
	Extending the ADC/LEC Project time frame and Coordinate unforeseen mechanical issues			
	Coordination weekly meetings with consultants and Owner.			
	Prepare weekly reports and prepare official documents for the owner.			
	Coordinate roof down spouts			
	Coordinate fire smoke dampers			
	RTU-Coordination MEP Sheet M6.0			
	Close-Out Owner change credits and resolve Change proposals			
	Project Close –Out Documents			
		40	25	65
	Estimated Monthly Fee		Total	$7,500.00

Additional Services Compensation		Master agreement under **Article 4.6**
Position		**Hourly Rate ($)**
Consultant-Project Manager		$150.00
Clerical		$60.00

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

(REVISED)

AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICE AGREEMENT BETWEEN
HIDALGO COUNTY, TEXAS AND
PRODIGY CONSTRUCTION MANAGEMENT, L.L.C.

This **AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICE AGREEMENT** is dated the 13th day of October, 2015 by and between **HIDALGO COUNTY** (the "County"), and **Prodigy Construction Management, L.L.C.,** (the "Company");

WHEREAS, Company and County entered into an Agreement dated October 14, 2014 in which the Company agreed to provide construction management services in connection with Law Enforcement/Adult Detention Facilities Repair (the "Agreement")

WHEREAS, due to a change in circumstances the Company and County agreed to modify the scope of services to be provided by the Company for the County under the Agreement with respect to the Law Enforcement/Adult Detention Facilities Repair at the request of the County to extend the time frame and to include additional cost for the additional scope of work to coordinate unforeseen mechanical issues as described in Exhibit "A" attached hereto; and

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendments to the Agreement:

1. Article 4.2(a) of the Agreement is hereby deleted in its entirety and the following shall be inserted in lieu thereof:

   The Basic Services Compensation to the Construction Manager is a lump sum fee of Ninety thousand and no 00/100 Dollars ($90,000.00) which is to include an additional hourly cost not to exceed $7,500.00 per month to coordinate unforeseen mechanical issues.

2. The first and second sentence of Article 5.1 of the Agreement is hereby deleted in their entirety and the following shall be inserted in lieu thereof:

The duration of Basic Services under this Agreement shall begin as of the date this Agreement is executed by all parties and shall terminate no later than December 31, 2015.

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Company and County 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

Prodigy Construction Management, L.L.C.

_____

Approved as to Form:
ATLAS & HALL, L.L.P.

_____

By: Stephen L. Crain

AI-52529 **Purchasing Department** **16. D. 1.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Supplemental Agreement No. 1 for Millennium Engineers Group, Inc., Contract No. C-14-300-09-09 resulting in a revision of the project limits from (I Rd East Approx. 7,580 LF) to (I Rd to Cesar Chavez Rd) with an estimated cost increase of $16,830.75 for services under Work Authorization No. 3 for the Pct 2 Sioux Rd Project (I Rd to Cesar Chavez Rd).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-106-0-841

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

BUDGETARY IMPACT:

Funding available as of 12/4/15 $26,149.25.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	12/04/2015 05:24 PM

Form Started By: Erika Zamora Started On: 12/04/2015 10:51 AM

Final Approval Date: 12/04/2015

EXHIBIT E
-Supplemental Agreement Form

C-14-300-09-09

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
to WORK AUTHORIZATION NO. 3

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Millennium Engineers Group, Inc. (MEG), Professional Laboratory of, Pharr, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the 28th day of October **2014** concerning Laboratory Testing for Sioux Road (I Road East Approx. 7,850 LF) (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph 1 of the **Agreement**, (Scope of Work), establishes the Professional Construction Materials Testing Laboratory Services required; and,

WHEREAS, it has become necessary to amend the Agreement to revise the project limits resulting in an increased estimated amount.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. The revised limits are from "I" Road to Cesar Chavez Road.

II. The Estimated Cost is revised to $31,323.00

III. Exibit D (Additional Testing Services) is revised and made part of this agreement as attached.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2015.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

BY:_____

Address for Giving Notices:

5804 N. Gumwood Avenue, Pharr, Texas 78577

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

- Exhibit "D" Cost Proposal
- Work Schedule (I Road to Cesar Chavez Road)
  (Sioux Road [I Road to Cesar Chavez Rd.])

Revised
"Exhibit D"

HIDALGO COUNTY PRECINCT No. 2

Contract # C-14-300-09-09

WORK AUTHORIZATION NO. 3 – TOTAL AMOUNT BREAKDOWN

Proposal No.	Project Description	Previous Estimated Amount	Current Estimated Amount
Work Auth No. 3 PO# 717525	Sioux Road – I Road East Approx. 7580 LF to now include the additional section (I Road to Cesar Chavez Rd.)	$ 14,492.25	$31,323.00
	Total Amount	*$ 14,492.25*	*$ 31,323.00*

Proposal

Date	Proposal No.
12/4/2015	Supp WO#3

Millennium Engineers Group, Inc.

PO Box 4569, Edinburg, Texas 78540-4569

Name / Address	Project Name
Hidalgo County Precinct 2 300 West Hall Acres Suite G. Pharr, Texas 78577	Supplemental Agreement No. 1 to Work Auth. No. 3 Sioux Rd. (I. Road to Cesar Chavez Rd.)

Description	Qty	Cost	Total
PO# 717525 Supplemental Agreement NO. 1 to Work Auth.	No. 3		
SOILS			
Atterberg Limits (each test)	4	70.00	280.00
Moisture Density Relationship-Standard Proctor (each test)	4	200.00	800.00
Nuclear Density Test - Soils (each test)	40	22.00	880.00
Engr. Technician (Soils) (per hour)	24	45.00	1,080.00
Vehicle Trip Charge (per trip)	14	37.00	518.00
Test Report (each)	14	30.00	420.00
Project Engineer (per hour)	7	115.00	805.00
Project Management (per hour)	3.5	70.00	245.00
Clerical/Administrative (per hour)	14	50.00	700.00
ASPHALT			
Coring Rig (per day)	2	95.00	190.00
Extraction of Bituminous Mixture, Percent Asphalt & Gradation (each test)	2	250.00	500.00
Theoretical Maximum Specific Gravity of Mixtures (each test)	2	60.00	120.00
Lab Density (each test)	2	65.00	130.00
Nuclear Density Test - Asphalt (each test)	6	22.00	132.00
Asphalt Core Density (each specimen)	6	40.00	240.00
Engr. Technician (Asphalt)(per hour)	30	50.00	1,500.00
Vehicle Trip Charge (per trip)	6	37.00	222.00
Test Report (each)	8	30.00	240.00
Project Engineer (per hour)	3	115.00	345.00
Project Management (per hour)	1.5	70.00	105.00
Clerical/Administrative (per hour)	6	50.00	300.00
OVERAGE FROM PREVIOUS	1	7,078.75	7,078.75

Innovative. Experienced. Professional.

Total $16,830.75

Phone # (956) 383-8522 Fax # (956) 383-0295 meg@megengineers.com

AI-52480 **Purchasing Department** **16. D. 2.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

A. Approval to rescind the action taken on 12/1/2015 AI#52441 to terminate R. Gutierrez Contract# C-07-358-09-04.
B. Approval to terminate R. Gutierrez Engineering Corporation Work Authorization Nos. 5 and 8 of Contract# C-07-358-09-04.

BACKGROUND

Fiscal Impact

Attachments

Work Auth #5
Work Auth #8

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/02/2015 04:26 PM
Budget & Management	Veronica Ortiz	12/02/2015 05:02 PM
Glinda Pacheco	Glinda Pacheco	12/03/2015 09:28 AM
Auditor's Office	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Erika Zamora		Started On: 12/02/2015 02:36 PM
Final Approval Date: 12/04/2015		

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide design and construction phase services for the reconstruction and upgrading of Val-Mex Drive in Hidalgo, Texas. The work includes development of plans, specifications and estimate, bidding and construction oversight for a 43' concrete street. The project will include curb & gutter and a storm sewer system typical of an urban environment. The limits of the project are from 10th Street, to approximately 0.40 miles west of 10th Street. The length of the project is approximately 0.40 miles. The work includes off-site drainage improvements.

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 not to exceed **$51,800.00.** A detailed breakdown of the amount to be paid is more particularly described in **Exhibit D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

PART 3. PAYMENT

Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 8.

PART 4. FUNDING
This Work Authorization No. 2 shall be funded through funding source:

Account No. 8-1202-431-00-122-006-0-731

Requisition No. 126251 (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 shall terminate upon completion of the scope of services of the work as provided in Article 3.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Juan D. Salinas, III
Title: County Judge

APPROVED BY COMMISSIONERS' COURT
ON: 1/22/08

LIST OF ATTACHMENTS

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 Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04

Work Authorization No. 5

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 5

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. **DESIGN PHASE** – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)

II. **RIGHT-OF-WAY SERVICES (ADD'L SERVICES)** – PREPARATION OF RIGHT-OF-WAY PARCEL FOR ACQUISITION AND RIGHT-OF-WAY MAP

III. **CONSTRUCTION PHASE** – CONSTRUCTION MANAGEMENT, & SUPPORT & INSPECTIONS

I. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11" X 17" white paper.

Recognizing that there may be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document

development for the purpose of review and production to help facilitate an economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provided to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, references to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineering files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Services for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric design – horizontal and vertical alignments, intersection geometrics; to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavement markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1) The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgement/acceptance, facility identification, specification reference, Engineer's seal, signature and date.

2) The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3) The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4) Specifications List and general Notes. The Engineer will prepare an applicable specification list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5) Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6) Contract Time Determination Statement. The Engineer will determine the time required for construction of the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

II. RIGHT-OF-WAY SERVICES (ADD'L SERVICES)

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, unless provided by Owner, mapping, surveying and all services related to the development of a right-of-way map. Prepare parcel sketches and field notes of all parcels requiring acquisition. Revisions to any parcels to be done promptly at no cost to the owner.

III. CONSTRUCTION PHASE SERVICES

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3) The Engineer will assist Owner 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

4) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

5) The Engineer will coordinate and conduct a pre-construction conference.

6) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7) Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8) The Engineer will provide Project site inspection of the authorized construction contract(s) 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). If requested and authorized by Owner, the Engineer will furnish the services of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection of construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. Such services will be considered additional services.

Miscellaneous Technical Activities

9) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10) 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.

11) 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 Owner.

12) As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished one (1) set of prints.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04

Work Authorization No. 5

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 5

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Services to be Provided by the Engineer

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   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). If requested and authorized by Owner, the Engineer will furnish the services of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection of construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. Such services will be considered additional services.

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11) 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 Owner.

12) As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished one (1) set of prints.

EXHIBIT "C"

WORK SCHEDULE

	Duration	2008											
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
DESIGN PHASE SERVICES		■	■	■									
Detention Pond Sizing	1 Wk												
Plans Development	2 Mo	■	■	■									
Utilities Investigations and Coordination	3 Mo	■	■	■									
DESIGN PHASE SERVICES					■	■	■	■	■	■			
Bidding and Award of Contract	2 Mo												
Construction	4 Mo						■	■	■	■			

TASK	ESTIMATED CONSTRUCTION COST	PROFESSIONAL SERVICES FEE (10.5%)
VAL MEX DRIVE		
Val Mex Drive Design & Construction	$727,627	$76,401
TOTAL	**$727,627**	**$76,401**
Design Phase Services Fee (30% of Total)		**$22,920**
Construction Phase Services Fee (20% of Total)		**$15,280**
Add'l Services		
R.O.W. Parcel (Estimated 8 Parcels)	$1,200 per Parcel	$9,600
Title Reports (Estimated 8 Parcels)	$500 per Parcel	$4,000
TOTAL (Add'l Services)		**$13,600**
PROJECT TOTAL		**$51,800**

R. Gutierrez Engineering Corporation

Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: Commissioner Palacios
HC PCT #2

FROM: Ramiro Gutierrez, PE

SUBJECT: Val-Mex

PROJECT NO.: ENG 07.032 E

DATE: 1-17-08

WE ARE SENDING YOU ___ ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Cover letter
1		work authorization No. 5

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	✓ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	✓ FOR YOUR ACKNOWLEDGEMENT
✓ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
✓ AS REQUESTED	✓ FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS: * this is the work authorization that Yoli Cisneros has been waiting for to put in agenda packet

RECEIVED
JAN 17 2008

Copy Distribution file

Received by:

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 8

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide engineering and surveying services in the development of the Las Milpas Road project. Hidalgo County desires to improve Las Milpas Road from a two-lane or unpaved county or road section to a 4-lane urban highway facility. The limits of work are from 10th Street on the west to Jackson Road on the east. The length of the project is approximately 1.7 miles. The proposed work will consist of providing: preliminary engineering and schematic design, topographic and right-of-way surveying, right-of-way map and parcels preparation development for the project.

The project will be developed in three parts. Part 1 will cover from 10th Street to just east of the Irrigation Canal, a distance of approximately 0.65 miles. Part 2 will cover from just east of the Irrigation Canal to McColl Road, a distance of approximately 0.5 miles. Part 3 will cover from McColl Road to Jackson Road, a distance of approximately 0.55 miles. The project will be developed in accordance with a schedule and sequence that would allow the project to be constructed in a manner more advantageous to the **Owner**.

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 included in **Exhibit D – Fee Estimate**. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

PART 3. PAYMENT
Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 8.

PART 4. FUNDING
This Work Authorization No. 8 shall be funded through funding source:

Account No. 8-1202-431-00-122-006-0-731

Requisition No. 137129 (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 shall terminate upon completion of the scope of services of the work as provided in Article 3.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

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 Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04

Work Authorization No. 8

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 8

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

PHASE I – PRELIMINARY PHASE

The Engineer will perform, or provide for, professional engineering and surveying services for the preliminary engineering part of the development and upgrading of Las Milpas Road from a two-lane or unpaved county road section to a 4-lane urban highway facility. The Engineer will perform field surveying for the purpose of establishing vertical and horizontal control for the Project. The Engineer will perform detailed topographic surveying for use in developing the project. The Engineer will also provide an inventory of existing utility information and provide coordination with these utilities for their adjustment. The Engineer will develop a schematic of the proposed improvements.

Field Surveying. The Engineer will secure written permission to enter private property for the purpose of surveying and engineering investigations. The Engineer will establish primary Project control for field surveying by establishing horizontal and vertical control points, and perform a detailed topographic survey of the project. All surveying will be tied to the State Plane Coordinate System.

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at approximately 1,000 ft. intervals, or at intervals appropriate to suit field conditions, using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height,

and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc.. Drainage elements to include: flow lines and/or top of structures for drain pipes, inlets, manholes, other miscellaneous structures and ditches.

3) Design Centerline. Establish and stake the design centerline.

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify all existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11" X17") with the following information:

   a) Existing and/or proposed right of way lines
   b) Benchmark data
   c) Existing and proposed drainage system(s)
   d) Location and size of utility
   e) Limits of existing casing pipe
   f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Schematic Design. The Engineer will develop a final schematic design of the proposed project improvements. A maximum of two (2) different preliminary schematic designs will be developed and presented to the Owner. From the comments received from the Owner one (1) final schematic design will be developed. The Project is divided into three (3) parts and those will be identified in the final schematic design.

ADDITIONAL SERVICES

The Right-of-Way Mapping and Parcels, and Geotechnical Investigation work will be considered as an additional service as stipulated in the Agreement.

Right - Of - Way Mapping and Parcels

The Engineer will develop a right-of-way map for the Owner to use in acquiring the necessary parcels to implement the project. Procedures followed will be those

satisfying TxDOT requirements for federally funded projects and utilized by the Owner. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the right-of-way map. The surveyor will perform field surveying to establish the existing and proposed right-of-way lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for each parcel to be acquired. The surveyor will perform any necessary revisions to the right-of-way map, field notes and parcel sketches as required to complete the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 8

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for the preliminary engineering design for the Project including the various parts, phases, any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization, which ever may be pertinent, in case construction is not commenced.

The final acceptance by the Owner of each phase of work on the Project shall serve as evidence of completion of that phase of work on the Project.

TASK	PART 1 - CONTRACT AMOUNT	PART 2 - CONTRACT AMOUNT	PART 3 - CONTRACT AMOUNT	TOTAL
Basis for Engineering Fee based on Article 5A of Contract				
Project Estimated Construction Cost	$1,708,036	$774,460	$890,663	$3,373,159
Engineering Services Fee (8% of Construction Cost)	$136,643	$61,957	$71,253	$269,853
Topographic Survey Services Fee (2.5% of Construction Cost)	$42,701	$19,362	$22,267	$84,329
Basic Fee (Prelim Eng, Design & Construction Services Fee)	**$179,344**	**$81,318**	**$93,520**	**$354,182**
PART I - PRELIMINARY ENGINEERING (50% of Basic Fee)	**$89,672**	**$40,659**	**$46,760**	**$177,091**
TOPOGRAPHIC SURVEY (40% of Prelim Eng Fee)	$35,869	$16,264	$18,704	$70,836
SCHEMATIC DESIGN (60% of Prelim Eng Fee)	$53,803	$24,395	$28,056	$106,255
SUB-TOTAL (Prelim Eng Fee)	**$89,672**	**$40,659**	**$46,760**	**$177,091**
PART II - RIGHT-OF-WAY MAP (Add'l Services)	**$8,400**	**$8,400**	**$8,400**	**$25,200**
OBTAIN TITLE REPORTS (Est 12 Parcels) (@ $600.00/Parcel)	$2,400	$2,400	$2,400	$7,200
DEVELOP PARCELS & R.O.W. MAP (Est 12 Parcels) (@ $1,500.00/Parcel)	$6,000	$6,000	$6,000	$18,000
SUB-TOTAL (R.O.W. Map Fee)	**$8,400**	**$8,400**	**$8,400**	**$25,200**
TOTAL	**$98,072**	**$49,059**	**$55,160**	**$202,291**

LAS MILPAS ROAD

R. Gutierrez
Engineering Corp.

Las Milpas Road

6/27/2008

McColl Rd to Irrig Canal
Statement of Probable Cost

Projec Length:	0.65 Mile	3,430	LF
Proposed R.O.W.:	Varies	FT	
Hot Mix:	3	IN	
Base Mat'l:	10	IN	
Lime Trt Subg:	12	IN	
Percent Lime for Subg:	3	%	
Percent Lime for Base:	2	%	
Prime Coat Rate:	0.2	Gal/Sy	
Turnout Radius:	30	FT	
Intersecting Rdwy Width:	64	FT	
Construction Durationi:	3	MO	

100	Prep R.O.W.	32.40	Sta	$ 600.00	$ 19,440.00
110	Rdwy Excavation	3,969.00	CY	$ 5.00	$ 19,845.00
132	Rdwy Embankment	3,237.00	CY	$ 5.00	$ 16,185.00
247	Flex Base	5,595.00	CY	$ 18.00	$ 100,710.00
260	Lime Treat Subg	20,862.00	SY	$ 2.00	$ 41,724.00
260	Lime Treat Subg	312.93	Ton	$ 180.00	$ 56,327.40
262	Lime Treat Base	20,142.00	SY	$ 2.00	$ 40,284.00
262	Lime	188.83	Ton	$ 180.00	$ 33,989.63
310	Asph Mat'l	3,596.40	Gal	$ 2.50	$ 8,991.00
340	Hot Mix	3,074.92	Ton	$ 65.00	$ 199,869.93
402	Trench Excavation Protection	3,074.92	LF		
464	RCP (CL III)(18")	307.00	LF	$ 30.00	$ 9,210.00
464	RCP (CL III)(24")	350.00	LF	$ 38.00	$ 13,300.00
464	RCP (CL III)(30")	1,242.00	LF	$ 46.00	$ 57,132.00

R. Gutierrez
Engineering Corp.

Las Milpas Road

6/27/2008

McColl Rd to Irrig Canal
Statement of Probable Cost

Project Name:	**Las Milpas Rd -McColl Rd to Irrig Canal**		
Projec Length:	0.47 Mile	2,486	LF
Project Limits:			
From:	**McColl Road**		
To:	**Irrig Canal**		
Proposed R.O.W.:	Varies	FT	
Roadway Width:	**Varies**	**FT**	
Hot Mix:	3	IN	
Base Mat'l:	10	IN	
Lime Trt Subg:	12	IN	
Percent Lime for Subg:	3	%	
Percent Lime for Base:	2	%	
Prime Coat Rate:	0.2	Gal/Sy	
Turnout Radius:	30	FT	
Intersecting Rdwy Width:	64	FT	
Construction Durationi:	3	MO	

Item	Item Description	Quantity	Unit	Unit Cost	Total Cost
100	Prep R.O.W.	24.86	Sta	$ 600.00	$ 14,916.00
110	Rdwy Excavation	2,963.67	CY	$ 5.00	$ 14,818.33
132	Rdwy Embankment	2,510.93	CY	$ 5.00	$ 12,554.63
247	Flex Base	4,338.33	CY	$ 18.00	$ 78,090.00
260	Lime Treat Subg	16,170.44	SY	$ 2.00	$ 32,340.89
260	Lime Treat Subg	242.56	Ton	$ 180.00	$ 43,660.20
262	Lime Treat Base	15,618.00	SY	$ 2.00	$ 31,236.00
262	Lime	146.42	Ton	$ 180.00	$ 26,355.38
310	Asph Mat'l	2,792.13	Gal	$ 2.50	$ 6,980.33
340	Hot Mix	2,387.27	Ton	$ 65.00	$ 155,172.81
402	Trench Excavation Protection	2,387.27	LF		
464	RCP (CL III)(18")	307.00	LF	$ 30.00	$ 9,210.00
464	RCP (CL III)(24")	350.00	LF	$ 38.00	$ 13,300.00
464	RCP (CL III)(30")	1,242.00	LF	$ 46.00	$ 57,132.00
464	RCP (CL III)(36")	700.00	LF	$ 58.00	$ 40,600.00

R. Gutierrez
Engineering Corp.

Las Milpas Road

6/27/2008

McColl Rd to Jackson Rd
Statement of Probable Cost

Project Name:	**Las Mllpas Rd -Jackson Rd to McColl Rd**		
Projec Length:	0.56 Mile	2,962	LF
Project Limits:			
From:	**McColl Road**		
To:	**Approx 2,150 LF West**		
Proposed R.O.W.:	Varies	FT	
Roadway Width:	**Varies**	**FT**	
Hot Mix:	3	IN	
Base Mat'l:	10	IN	
Lime Trt Subg:	12	IN	
Percent Lime for Subg:	3	%	
Percent Lime for Base:	2	%	
Prime Coat Rate:	0.2	Gal/Sy	
Turnout Radius:	30	FT	
Intersecting Rdwy Width:	64	FT	
Construction Durationi:	3	MO	

Item	Item Description	Quantity	Unit	Unit Cost	Total Cost
100	Prep R.O.W.	29.62	Sta	$ 600.00	$ 17,772.00
110	Rdwy Excavation	3,247.33	CY	$ 5.00	$ 16,236.67
132	Rdwy Embankment	3,086.30	CY	$ 5.00	$ 15,431.48
247	Flex Base	5,326.67	CY	$ 18.00	$ 95,880.00
260	Lime Treat Subg	19,834.22	SY	$ 2.00	$ 39,668.44
260	Lime Treat Subg	297.51	Ton	$ 180.00	$ 53,552.40
262	Lime Treat Base	19,176.00	SY	$ 2.00	$ 38,352.00
262	Lime	179.78	Ton	$ 180.00	$ 32,359.50
310	Asph Mat'l	3,440.27	Gal	$ 2.50	$ 8,600.67
340	Hot Mix	2,941.43	Ton	$ 65.00	$ 191,192.82
402	Trench Excavation Protection	2,941.43	LF		
464	RCP (CL III)(18")	307.00	LF	$ 30.00	$ 9,210.00
464	RCP (CL III)(24")	350.00	LF	$ 38.00	$ 13,300.00

R. Gutierrez Engineering Corporation

Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: Ed Palacios
Hidalgo ISD

FROM: Olga
SUBJECT: Lago Wireless Rd
PROJECT NO.: EN607.0324
DATE: 6/30/08

WE ARE SENDING YOU ___ ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Letter
2		Work Authorization # 8
		2 pg
2		Exhibit A - 3 (6 pg) - C - 3
1		Site Map (Color)
1		Legal Description of Property to be Conveyed to Hidalgo ISD
1		Legal Description of Property to be Conveyed to Hidalgo ISD

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
✓ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
✓ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	✓ FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	✓ FOR SIGNATURE	___ OTHER

COMMENTS:

Copy Distribution file

Received by: Ed Palacios

R. Gutierrez Engineering Corporation

June 30, 2008

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Work Authorization No. 8 – Las Milpas Road
From 10th Street to Jackson Road
Project No: ENG07.032h

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 8 of the 2007 Road & Bridge Contract. This work authorization is for professional services associated with the Las Milpas Road project. The work consists of providing preliminary engineering, topographic surveying, right-of-way mapping, utility coordination, schematic design, geotechnical investigation, engineering design, construction plans development, construction administration and management services for the proposed road improvements.

The project is being broken down into three (3) parts. Part 1 is from 10th Street to just east of the Irrigation Canal. Part 2 is from just east of the Irrigation Canal to McColl Road. Part 3 is from McColl Road to Jackson Road. The work can be done in any sequence or schedule the County desires.

I have attached a cost estimate for the three parts of the project. The cost estimate is based on designing and constructing a 4-lane road with a turn lane at the major intersections (ie. 10th Street, McColl Road and Jackson Road).

If this Work Authorization No 8 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl

Files

RECEIVED
Yolie Jackson
JUN 30 08
Hidalgo County
PRECINCT #2

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: Commissioner Palacios
Hidalgo County Pct. 2
301 E. State St.
Pharr, Tx 78577

FROM: Ramiro Gutierrez
SUBJECT: Las Milpas Road
PROJECT NO.: Eng07.032h
DATE: 7/3/08

WE ARE SENDING YOU X ATTACHED __ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

__ BLUEPRINTS	__ PLANS	__ SHOP DRAWINGS	__ CD
__ CHANGE ORDER	__ SAMPLES	__ PAYMENT REQUEST	__ OTHER
__ BID TABULATION	X CONTRACT DOCUMENTS	__ RECORD DRAWINGS	__ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
2	–	REVISED WORK AUTHORIZATION No. 8

THESE ARE TRANSMITTED AS CHECKED BELOW:

__ FOR BIDS DUE	__ APPROVED AS NOTED	__ FOR YOUR RECORDS
__ FOR APPROVAL	__ APPROVED AS SUBMITTED	__ FOR YOUR ACKNOWLEDGEMENT
__ FOR YOUR USE	__ RETURN FOR CORRECTIONS	__ RESUBMIT FOR APPORVAL
__ AS REQUESTED	X FOR FURTHER PROCESSING	__ ON LOAN
__ FOR REVIEW AND COMMENT	__ FOR SIGNATURE	__ OTHER

COMMENTS:

Copy Distribution file

Received by: X Yolanda Cisneros

AI-52523 **Purchasing Department** **16. E. 1.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Acceptance and approval of the following invoices submitted by contracted/project engineer L&G Consulting Engineers, Inc.:
a. Invoice No. 11325365 - $15,304.48 - FM494-Shary Rd. Project;
b. Invoice No. 11325356 - $68,800.00 - Mile 3 Project
c. Invoice No. 11325363 - 3680.73 - Mile 2 N. Roadway Reconstruction.

BACKGROUND

Fiscal Impact

Attachments

Invoice
Invoice
Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/04/2015 03:08 PM
Budget & Management	Veronica Ortiz	12/04/2015 03:29 PM
Auditor's Office	Monica Badillo	12/04/2015 05:24 PM

Form Started By: Norma Ceballos Started On: 12/03/2015 04:52 PM
Final Approval Date: 12/04/2015

SIGN: _____

REQ# 277214

PO# 725916

L &G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956)565-9813 Fax (956)565-9018

INVOICE#: 11325363

INVOICE DATE: 11/30/2015

BILL TO:
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB:150701
Mile 2 N. Roadwaay Reconstruction
CSJ #0921-02-323 PO#725916

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of Novemberr 2015.						
32001-Construction Inspection	172,829.61	19,011.26	3,456.59	22,467.85	13.0	150,361.76
32010-QC/QA Construction Inspection/SUB	11,206.74	1,232.74	224.14	1,456.88	13.0	9,749.86
33001-Material Testing	39,708.12	794.16		794.16	2.0	38,913.96
33010-QC/QA Material Testing/SUB	2,628.74	-		-	0.0	2,628.74
TOTALS:	226,373.21	21,038.16	3,680.73	24,718.89	10.9	201,654.32

ORIGINAL CONTRACT SUM	$	226,373.21
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	226,373.21
TOTAL COMPLETED TO DATE	$	24,718.89
LESS PREVIOUS INVOICES	$	21,038.16
CURRENT PAYMENT DUE	$	3,680.73

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 12/4/15
GOODS/SERVICES RECEIVED BY
_____ ON 11/30/15

5-1315-431-00-123-094-0-721 #58.89
5-1315-126-20-000-019-0-000 #3621.84

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11325356
INVOICE DATE: 11/30/15

SIGN:
REQ# 270469
PO# 720579

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 131002
Mile 3 Project
WA#2 PO#720579
C-13-305-10-07

Engineering services for the month of November 2015.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
15001-Field Survey	58,935.00	55,988.25		55,988.25	95.0	2,946.75
15010-Field Srvy/Sub	123,465.00	113,264.00		113,264.00	91.7	10,201.00
16001-Roadway Design	980,000.00	539,000.00	49,000.00	588,000.00	60.0	392,000.00
16006-Plans to TxDot	66,000.00	19,800.00	19,800.00	39,600.00	60.0	26,400.00
16205-Sign,Marki,Dsg	4,432.72	664.91		664.91	15.0	3,767.81
16250-Sign,Marki,Dsg	115,567.28				0.0	115,567.28
TOTALS:	1,348,400.00	728,717.16	68,800.00	797,517.16	59.1	550,882.84

ORIGINAL CONTRACT SUM	$	1,348,400.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,348,400.00
TOTAL COMPLETED TO DATE	$	797,517.16
LESS PREVIOUS INVOICES	$	728,717.16
CURRENT PAYMENT DUE	$	68,800.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 12/2/15
GOODS/SERVICES RECEIVED BY
_____ ON 11/1-30/15

5-1345-431-00-123-051-0-721

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11325365
INVOICE DATE: 11/30/15

SIGN:
REQ# 248318
PO# 720579

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 131201
FM494 - Shary Road Project
WA#1 - P.O.#702309

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering serivces for the month of November 2015.						
11005-Prl Comp. Util	18,000.00	18,000.00		18,000.00	100.0	
11006-Design Schem	293,625.00	293,625.00		293,625.00	100.0	
11007-Upd Sch TxDt C	30,000.00	30,000.00		30,000.00	100.0	
11008- Eng Tech Supp	24,000.00	24,000.00		24,000.00	100.0	
11009-Eng Sch/Pub Mt	12,000.00	10,800.00		10,800.00	90.0	1,200.00
12001-EA Reports	95,000.00	87,400.00	2,850.00	90,250.00	95.0	4,750.00
12002-Pub Invmt/Mtg	25,000.00	25,000.00		25,000.00	100.0	
12003-Pub Invmt/Hear	25,000.00	21,250.00		21,250.00	85.0	3,750.00
12080-Arch & Hist	30,000.00	27,276.22	1,174.58	28,450.80	94.8	1,549.20
13001-Owner Data/Sch	21,000.00	21,000.00		21,000.00	100.0	
15001-Field Srvy	4,949.00	4,454.10	494.90	4,949.00	100.0	
15010-Field Srvy/Sub	107,851.00	97,066.00	10,785.00	107,851.00	100.0	
16101-Hydro Map	42,000.00	42,000.00		42,000.00	100.0	
TOTALS:	728,425.00	701,871.32	15,304.48	717,175.80	98.5	11,249.20

ORIGINAL CONTRACT SUM	$	728,425.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	728,425.00
TOTAL COMPLETED TO DATE	$	717,175.80
LESS PREVIOUS INVOICES	$	701,871.32
CURRENT PAYMENT DUE	$	15,304.48

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
ON 12/3/15
GOODS/SERVICES RECEIVED BY
ON 11/30/15
5-1303-431-00-123-105-0-841

2

Invoice for Professional Services

To: L&G Consulting Engineers, Inc.
2100 West Expressway 83
Mercedes, TX 78570

From: AmaTerra Environmental, Inc.
4009 Banister Lane, Suite 300
Austin, TX 78704

Phone (512) 329-0031

Attn: Corina Argullin

AmaTerra Mgr: Deborah Dobson-Brown
ddbrown@amaterra.com

FM 494/ Shary Rd Labor only
WA #9

AmaTerra Project # 184-016

Invoice Date	Invoice Period	Invoice No.	Terms	Due Date
November 6, 2015	October 1-31, 2015	184-016-13	Net 30	December 6, 2015

Value Completed by Work Task

Project Task	Contract Value	percent complete	Value Completed	Previously Invoiced	Amount Due
Task 1. Project Coordination Request & Archeology Background Report/NEPA text	$4,252.00	100.00%	$4,252.00	$4,252.00	$0.00
Task 2. Historic Resources Research Design, Reconnaissance Survey & Report	$10,256.00	100.00%	$10,256.00	$9,856.02	$399.98
Task 3. Archeological Survey and Report	$15,492.00	90.00%	$13,942.80	$13,168.20	$774.60
Total	$30,000.00	94.8%	$28,450.80	$27,276.22	$1,174.58

Thank You for including AmaTerra as part of your Project Team!

TOTAL **$1,174.58**

VG

R. O. W. SURVEYING SERVICES, L.L.C.

November 30, 2015

Jacinto Garza, President/CEO
L & G Engineering
Attn: Ricardo Gallaga, P.E.
2100 W. Expressway 83
Mercedes, Texas 78570

RE: Invoice #R15-102
Shary Road-Work Authorization #7
Limits: from Mile 5 to SH 107

Dear Mr. Gallaga:

Attached for your approval is our invoice for services rendered for the month of November, 2015:

ROW's Invoice Exhibit C – Work Schedule Progress Report

FC 150 - Field Surveying	Contract Amount	Invoice to Date	Paid to Date	Current Amount Due	Contract Balance	Percent Complete
Phase I - Primary & Secondary Control	$30,167	$30,167	$28,658	$1,509	$0	100%
Phase II – DTM Topography and Cross-Sections	$51,704	$51,704	$46,534	$5,170	$0	100%
Phase III – Final Report and Deliverables	$12,984	$12,984	$10,827	$2,157	$0	100%
Project Management & Oversight	$12,996	$12,996	$11,047	$1,949	$0	100%
Total	$107,851	$107,851	$97,066		$0	100%
		Total Due		$10,785		

Make Checks Payable to: **R.O.W. Surveying Services, LLC.**

Thank you for your business. Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 451-2670.

Sincerely,

Julio Cerda, P.E.
President/CEO

Progress Report #9 as of 11/30/15:

Project Management:

- Have met with prime consultant (L&G Engineering) to update project progress.
- Coordinate field crews and survey technicians for daily assignments and project progress.
- All communication with L&G Engineers, field work, and CAD work complete.

General Task:

- Final deliverables prepared and attached to invoice.

AI-52464 **Purchasing Department** **16. F. 1.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval of an **(On Call)** "professional services agreement" with **ARANDA & ASSOCIATES, INC.** for the purposes of [**Surveying Services**] for **"Road and Bridge, C.I.P. and other projects in General"** located within **Hidalgo County Precinct No. 4.**

B. Requesting approval of an **(On Call)** "professional services agreement" with **DOS LOGISTICS, INC.** for the purposes of [**Engineering Services**] for **"Road and Bridge, C.I.P. and Other Projects in General"** located within **Hidalgo County Precinct No. 4.**

BACKGROUND

Contract# C-15-383-12-15-Aranda & Associates, Inc.-[On Call --Surveying Services]-Pct 4
Contract# C-15-384-12-15-Dos Logistics, Inc.-[On Call --Engineering Services]-Pct 4
Legals approval

Fiscal Impact

FISCAL YEAR: 201X **ACCT. #:** X-1200-431-00-124-007-0-334/339/721/XXX

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

BUDGETARY IMPACT:

On an as needed basis.

Attachments

Contract-C-15-383-12-08-Aranda & Assoc Inc-Pct 4
legals approval-Aranda
Contract-C-15-384-12-08-Dos Logistics Inc-Pct 4
legals approval-DL,Inc

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/02/2015 04:24 PM
Budget & Management	Veronica Ortiz	12/02/2015 05:00 PM
Manuel Chapa	Manuel Chapa	12/03/2015 02:37 PM
Auditor's Office	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Letty Saenz		Started On: 12/01/2015 04:40 PM
Final Approval Date: 12/04/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-15-383-12-08

THIS AGREEMENT is made effective the **8th** day of **December, 2015**, by and between the **County of Hidalgo, Texas** ("County") and **Aranda & Associates, Inc.** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires "Surveying Services" for **"Road and Bridge, C.I.P.** and **other Projects in General" (on an as needed basis)** located within **Hidalgo County Precinct No. 4,**

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Surveying Services",

WHEREAS, from which "Professional Surveyor" has been selected from the "Pool" of pre-qualified Surveyors from response to the Request for Qualifications (RFQ),

WHEREAS, County has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities;

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

WHEREAS, County has selected the Surveyor to provide Surveying services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. Scope of Services. Surveyor agrees to provide to County "Surveying services" for and in connection to the: **"Road and Bridge, C.I.P.** and **other Projects in General" (on an as needed basis)** located within **Hidalgo County Precinct No. 4,** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor". ***In the event the Surveyor does not provide the Scope of Services 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 the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Surveyor that Hidalgo County has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scope of Services ordered, Surveyor must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. Term. This Agreement shall commence upon approval of this agreement for a term of **one (1) year,** effective **December 8, 2015,** expiring, **December 7, 2016** or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each **"Purchase Order"**.

The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. Non-Exclusive Services of Surveyor Hidalgo County reserves the right to request these services from other sources other than the Surveyor and shall not be in violation of any terms or conditions of this Agreement.

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor 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. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a work order, the Surveyor shall undertake and complete the authorized work. The County or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the County or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or

the character of this agreement, an amendment must be prepared and executed within the agreement period. The County retains the right to reject any such amendment proposed by the Surveyor 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 agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the agreement. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies

made of the documents or any other data furnished the County under this agreement.

10. Independent Contractor. Surveyor 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 Surveyor under this Agreement. Notwithstanding the foregoing sentence, Surveyor 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. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. The County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit “C”, issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Surveyor, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

14. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial

regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. No Waiver. No waiver by County of any breach of any provision of this Agreement 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 Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Surveyor, and not otherwise.

17. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Hold Harmless. In the event Surveyor 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, Surveyor 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 Surveyor=s intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

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 Agreement, the losing party shall bear the cost of the attorney=s fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

20. Notices. 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 County: County of Hidalgo
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Surveyor: **Aranda & Associates, Inc.**
Attn: James Aranda, R.P.L.S.
1552 Dove Avenue
McAllen, Texas 78504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the 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 Agreement.

22. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this agreement.

23. Gender. 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.

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

25. Commitment of Current Revenues. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Surveyor**.** The 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 the County 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.

WITNESS WHEREOF, the **Surveyor** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the __ day of _____, **2015**.

SURVEYOR:
ARANDA & ASSOCIATES, INC.

BY:_____
James Aranda, R.P.L.S./President

OWNER:
HIDALGO COUNTY

BY:_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on _____, 2015.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Surveyor
EXHIBIT B	-Surveying Rate Schedule
EXHIBIT C	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT “A-1”

Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

Date_____

_____
Participant's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications-**"Professional Surveyors Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-010-02-04-MEG

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/meg

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 Surveyors Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2015-010-02-04-MEG

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5.	Exhibit C, Insurance Requirements,	4
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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

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Surveyors Services Pool"

RFQ NO: 2015-010-02-04-MEG

Acceptance Due Date: **February 04, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Elena Gomez, Buyer II
(956) 292-7000 Ext. 4855
elena.gomez@co.hidalgo.tx.us

1. Sealed Qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Surveyors 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– 2015-010-02-04-MEG-HIDALGO COUNTY*** *(Including all funding sources, programs, and entities)* **"Professional Surveyors 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 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.

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 Surveyors 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 APPROVED HOLIDAYS-

2015 YEAR	
New Year's Eve & 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 thru 11/27/15
Christmas Day	12/24 thru 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, 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

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 Surveyors Services Pool"
RFQ NO: 2015-010-02-04-MEG

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: _____

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Surveyors (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, 2015** and ending **March 15, 2016.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Real Estate Surveyors 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:

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (3) hard copies and two (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 2015-010-02-04-MEG Project Title "Professional Surveying Services", 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 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.

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: **elena.gomez@co.hidalgo.tx.us BY NO LATER THAN Monday January 26, 2015 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 28, 2015. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations 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.

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.

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.

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
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2015-010-02-04-MEG

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.

<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

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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.:**

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:

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.

County Executive Office

2818 S. Bus. Hwy. 281 Edinburg, Texas 78539 Phone: (956) 292-7655 Fax: (956) 292-7034

HIDALGO COUNTY
2015 HOLIDAYS

New Year's Day	**January 01, 2015 (Thursday)**
Martin Luther King Day	**January 19, 2015 (Monday)**
Presidents' Day	**February 16, 2015 (Monday)**
Good Friday	**April 03, 2015 (Friday)**
Memorial Day	**May 25, 2015 (Monday)**
Independence Day	**July 03, 2015 (Friday)**
Labor Day	**September 07, 2015 (Monday)**
Columbus' Day	**October 12, 2015 (Monday)**
Veterans' Day	**November 11, 2015 (Wednesday)**
Thanksgiving	**November 26 & 27, 2015 (Thursday/Friday)**
Christmas	**December 24 & 25, 2015 (Thursday/Friday)**
New Years' Eve	**December 31, 2015 (Thursday)**

Approved by Commissioners' Court on: November 10, 2014.

Note: There will not be early release on Thanksgiving or Christmas. The holidays listed are the only approved holidays.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SURVEYORS SERVICES POOL

RFQ No.: 2015-010-02-04-MEG

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

EXHIBIT “A”

Scope of Services to be provided by the Surveyor

FEE SCHEDULE No. Q - 1559

Leticia H. Saenz
Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg
TX 78542

Aranda & Associates, Inc.
Land Surveying • Engineering • GIS
R.O.W. Services • LiDAR Scanning
McAllen, Texas

Aranda and Associates, Inc.
1552 Dove Ave., McAllen Texas 78504
Ph: (956) 631-0944, Fax: (956) 631-0992

Quoted By: Jorge Gonzalez

FEE SCHEDULE

FEE SCHEDULE DATE	FEE SCHEDULE TOTAL	VALID TO
18 Nov 2015	**0.00**	

Professional Surveying Services

"ON CALL"- Professional Surveying Services for projects located within **Hidalgo County Precinct No. 4.**

SCOPE OF SERVICES:

- Boundary / Property Line Surveys
- Right-of-Way and/or Easement Surveys:
  - Survey
  - Parcel Plats
  - Legal Descriptions
  - Right-of-Way Plans and Maps
- Engineering Design Surveys:
  - Topographic Surveys - Digital Terrain Models (DTM)
  - Digital Planimetric Models (2D PLAN)
  - Existing ROW Boundary Survey
  - Underground Utility Survey
  - Project Horizontal and Vertical Control
  - Construction Staking and Layout
- Tree Surveys
- Volumetrics - Earthwork Calculations
- Crossing Permit Acquisition
- Wide-Area Mapping & Surface Modeling (Airborne / Aerial LiDAR)
  - Contour Maps
  - Identify Areas of Possible Flooding
  - Drainage Ditch Volume Inventory
  - Ortho Imagery
- Route/Corridor Mapping (Mobile LiDAR)
- Asset Inventory (Mobile & Terrestrial LiDAR)
- 3D Modeling of Buildings & Structures (Terrestrial LiDAR)
- GIS/LIS Mapping Services - Database Creation and Maintenance
- Right-of-Way (ROW) Acquisition Support
- Right-of-Entry (ROE) Acquisition
- FEMA
  - Elevation Certificates
  - Special Flood Hazard Area BFE delineation
- Minor Roadway Route Studies, Schematic Design and Estimates
- Site Planning and Design
- Roadway Design
- Basic Hydraulic Design

- Subdivision Platting and Processing
- Minor Bridge Inspection

	QTY	RATE	AMOUNT
STAFF/TASK RATES:			
Professional Land Surveyor Tasks included, but not limited to: • Administrative Coordination: establish work objectives, constraints, requirements, criteria, budgets, and, ect. • Work Management, Examination, Analytics, Final Determinations, Certification and overall QA/QC. • Preparation of Metes and Bounds / Legal Descriptions.	0:00	140.00	(TE) 0.00
Professional Engineer Tasks included, but not limited to: • Administrative Coordination: establish work objectives, constraints, requirements, criteria, budgets, and, ect. • Work and Design Management, Examination, Analytics, Final PS&E, Certification and overall QA/QC. • Client/Owner representative in public agency meetings	0:00	140.00	(TE) 0.00
Survey Coordinator Tasks included, but not limited to: • Data Acquisition: Research and obtain pertinent data and information necessary to perform service or work. • Data analysis, plotting and drafting setup information for field survey and/or other tasks. • Work Coordination and Direction: coordination of access, schedules, underground utility marking, and general work plan and execution.	0:00	85.00	(TE) 0.00
Survey Coordinator (LiDAR) Tasks included, but not limited to: • Post-process of raw data from LiDAR units and produce final calibrated and adjusted point cloud.	0:00	45.00	(TE) 0.00
Survey Technician Tasks included, but not limited to: • Preparation of 3D Digital Terrain Model (DTM) CAD and TIN files • Preparation of 2D Digital Surface Feature CAD file (Planimetrics) • Preparation of ROW Plan Map	0:00	75.00	(TE) 0.00
CAD / GIS Technician Tasks included, but not limited to: • Preparation of preliminary and/or final survey maps,	0:00	65.00	(TE) 0.00

plats and exhibits.			
Clerical / Administration Tasks included, but not limited to: • Contracts and contractual requirement administration	0:00	35.00	(TE) 0.00
Field Survey Crew Tasks included, but not limited to: • Boundary location and survey. • Field data collection and survey. • Stakeout and Layout. • Horizontal / Vertical Control layout, data collection and survey.	0:00	166.00	(TE) 0.00
UNIT RATES:			
ROE ACQUISITION Obtain written permission from owners and stakeholders within and adjacent to project. (per EA)	0.00	450.00	(TE) 0.00
ROUTE TOPO SURVEY (DTM & PLANIMETRICS Charge for complete route DTM and Plan. (per LF)	0.00	1.35	(TE) 0.00
ROUTE UTILITY SURVEY Charge for 2D plan location of underground utilities... note: flowlines and inverts are included where accessible. (per LF)	0.00	1.35	(TE) 0.00
EXISTING ROUTE RIGHT OF WAY SURVEY Charge to re-establish the row/esm't of a route. (per LF)	0.00	1.35	(TE) 0.00
PROJECT CONTROL / BM SURVEY Concrete monument. (per EA)	0.00	1500.00	(TE) 0.00
TITLE REPORT/ABSTRACT ACQUISITION Charge to purchase and obtain title reports or abstracts from a qualified provider. (per EA)	0.00	700.00	(TE) 0.00
ROW PARCEL PLATS / LEGALS Survey parent tract and prepare land title survey plat and legal description of parcel tract to be purchase. (per EA)	0.00	2250.00	(TE) 0.00
CROSSING PERMIT ACQUISITION Survey and prepare permit plat for the acquisition of permit to cross a state road. (per EA)	0.00	850.00	(TE) 0.00
DIRECT COST / EXPENSES:			
AIRBORNE LiDAR SCANNING Cost is on a project to project basis	0.00	0.00	(TE) 0.00
TRAVEL (Survey Crew) Charge per mile over 60 miles round trip	0.00	2.75	(TE) 0.00
TRAVEL (Research/Data Acquisition) Charge per mile over 60 miles round trip	0.00	2.00	(TE) 0.00
LODGING Per night rate includes per diem	0.00	200.00	(TE) 0.00
COPY / DATA COSTS Purchase of copies and/or GIS/LIS digital Data (estimated	0.00	0.00	(TE) 0.00

lump sum cost)			
POSTAGE / DELIVERY Estimated Allowance	0.00	0.00	(TE) 0.00
FEES AND CHARGES Estimated Allowance	0.00	0.00	(TE) 0.00

Subtotal	0.00
Tax 8.25%	0.00
Total $	0.00

Terms:

Note: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional services and labor are required, we will inform you prior to proceeding with the work.

I have read and understand the work estimate terms and hereby accept this estimate and wish to proceed with this work. Signature: _____

EXHIBIT “B”

Surveying Cost Proposal/Fee Schedule

FEE SCHEDULE No. Q - 1559

Leticia H. Saenz
Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg
TX 78542

Aranda and Associates, Inc.
1552 Dove Ave., McAllen Texas 78504
Ph: (956) 631-0944, Fax: (956) 631-0992

Quoted By: Jorge Gonzalez

FEE SCHEDULE

FEE SCHEDULE DATE	FEE SCHEDULE TOTAL	VALID TO
18 Nov 2015	**0.00**	

Professional Surveying Services

"ON CALL"- Professional Surveying Services for projects located within **Hidalgo County Precinct No. 4.**

SCOPE OF SERVICES:

- Boundary / Property Line Surveys
- Right-of-Way and/or Easement Surveys:
  - Survey
  - Parcel Plats
  - Legal Descriptions
  - Right-of-Way Plans and Maps
- Engineering Design Surveys:
  - Topographic Surveys - Digital Terrain Models (DTM)
  - Digital Planimetric Models (2D PLAN)
  - Existing ROW Boundary Survey
  - Underground Utility Survey
  - Project Horizontal and Vertical Control
  - Construction Staking and Layout
- Tree Surveys
- Volumetrics - Earthwork Calculations
- Crossing Permit Acquisition
- Wide-Area Mapping & Surface Modeling (Airborne / Aerial LiDAR)
  - Contour Maps
  - Identify Areas of Possible Flooding
  - Drainage Ditch Volume Inventory
  - Ortho Imagery
- Route/Corridor Mapping (Mobile LiDAR)
- Asset Inventory (Mobile & Terrestrial LiDAR)
- 3D Modeling of Buildings & Structures (Terrestrial LiDAR)
- GIS/LIS Mapping Services - Database Creation and Maintenance
- Right-of-Way (ROW) Acquisition Support
- Right-of-Entry (ROE) Acquisition
- FEMA
  - Elevation Certificates
  - Special Flood Hazard Area BFE delineation
- Minor Roadway Route Studies, Schematic Design and Estimates
- Site Planning and Design
- Roadway Design
- Basic Hydraulic Design

- Subdivision Platting and Processing
- Minor Bridge Inspection

	QTY	RATE	AMOUNT
STAFF/TASK RATES:			
Professional Land Surveyor Tasks included, but not limited to: • Administrative Coordination: establish work objectives, constraints, requirements, criteria, budgets, and, ect. • Work Management, Examination, Analytics, Final Determinations, Certification and overall QA/QC. • Preparation of Metes and Bounds / Legal Descriptions.	0:00	140.00	(TE) 0.00
Professional Engineer Tasks included, but not limited to: • Administrative Coordination: establish work objectives, constraints, requirements, criteria, budgets, and, ect. • Work and Design Management, Examination, Analytics, Final PS&E, Certification and overall QA/QC. • Client/Owner representative in public agency meetings	0:00	140.00	(TE) 0.00
Survey Coordinator Tasks included, but not limited to: • Data Acquisition: Research and obtain pertinent data and information necessary to perform service or work. • Data analysis, plotting and drafting setup information for field survey and/or other tasks. • Work Coordination and Direction: coordination of access, schedules, underground utility marking, and general work plan and execution.	0:00	85.00	(TE) 0.00
Survey Coordinator (LiDAR) Tasks included, but not limited to: • Post-process of raw data from LiDAR units and produce final calibrated and adjusted point cloud.	0:00	45.00	(TE) 0.00
Survey Technician Tasks included, but not limited to: • Preparation of 3D Digital Terrain Model (DTM) CAD and TIN files • Preparation of 2D Digital Surface Feature CAD file (Planimetrics) • Preparation of ROW Plan Map	0:00	75.00	(TE) 0.00
CAD / GIS Technician Tasks included, but not limited to: • Preparation of preliminary and/or final survey maps,	0:00	65.00	(TE) 0.00

plats and exhibits.			
Clerical / Administration Tasks included, but not limited to: • Contracts and contractual requirement administration	0:00	35.00	(TE) 0.00
Field Survey Crew Tasks included, but not limited to: • Boundary location and survey. • Field data collection and survey. • Stakeout and Layout. • Horizontal / Vertical Control layout, data collection and survey.	0:00	166.00	(TE) 0.00
UNIT RATES:			
ROE ACQUISITION Obtain written permission from owners and stakeholders within and adjacent to project. (per EA)	0.00	450.00	(TE) 0.00
ROUTE TOPO SURVEY (DTM & PLANIMETRICS Charge for complete route DTM and Plan. (per LF)	0.00	1.35	(TE) 0.00
ROUTE UTILITY SURVEY Charge for 2D plan location of underground utilities... note: flowlines and inverts are included where accessible. (per LF)	0.00	1.35	(TE) 0.00
EXISTING ROUTE RIGHT OF WAY SURVEY Charge to re-establish the row/esm't of a route. (per LF)	0.00	1.35	(TE) 0.00
PROJECT CONTROL / BM SURVEY Concrete monument. (per EA)	0.00	1500.00	(TE) 0.00
TITLE REPORT/ABSTRACT ACQUISITION Charge to purchase and obtain title reports or abstracts from a qualified provider. (per EA)	0.00	700.00	(TE) 0.00
ROW PARCEL PLATS / LEGALS Survey parent tract and prepare land title survey plat and legal description of parcel tract to be purchase. (per EA)	0.00	2250.00	(TE) 0.00
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LODGING Per night rate includes per diem	0.00	200.00	(TE) 0.00
COPY / DATA COSTS Purchase of copies and/or GIS/LIS digital Data (estimated	0.00	0.00	(TE) 0.00

lump sum cost)			
POSTAGE / DELIVERY Estimated Allowance	0.00	0.00	(TE) 0.00
FEES AND CHARGES Estimated Allowance	0.00	0.00	(TE) 0.00

Subtotal	0.00
Tax 8.25%	0.00
Total $	0.00

Terms:

Note: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional services and labor are required, we will inform you prior to proceeding with the work.

I have read and understand the work estimate terms and hereby accept this estimate and wish to proceed with this work. Signature: _____

EXHIBIT “C”

Insurance Requirements

ARAND-1 OP ID: WF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/08/2015

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 Anco Ins Services of Austin 3103 Bee Cave Road, Suite 242 Austin, TX 78746 Gina O'Hara	CONTACT NAME: Wendy Gray PHONE (A/C, No, Ext): 512-330-9836 FAX (A/C, No): 512-330-9856 E-MAIL ADDRESS: Gray@anco.com
INSURED Aranda & Associates, Inc. James Aranda 1552 Dove Avenue McAllen, TX 78504	INSURER A : The Travelers Lloyds Ins. Co. — NAIC # 41262 INSURER B : Travelers Indemnity Co of Amer INSURER C : The Charter Oak Fire Ins. Co. — 25615 INSURER D : Continental Casualty Co. — 20443 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			PACP6199P931COF	02/11/2015	02/11/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			BA6234P556GRP	02/11/2015	02/11/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10000			CUP6256P50042	02/11/2015	02/11/2016	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 / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB3408T860	02/11/2015	02/11/2016	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	Errors & Omissions			LSH591889839	06/13/2015	06/13/2016	Per Claim Aggregate	1,000,000 1,000,000

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

County of Hidalgo is an Additional Insured on all Commercial General Liability policies. 30 days notice of cancellation applies.

CERTIFICATE HOLDER HIDAED2

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve a to form-Contract# C-15-383-12-15-Aranda & Assoc Inc-Pct 4 (OnCall) Surveying Svcs

From : Steve Crain <scrain@atlashall.com> Tue, Dec 01, 2015 04:36 PM

Subject : RE: Review & Approve a to form-Contract# C-15-383-12-15-Aranda & Assoc Inc-Pct 4 (OnCall) Surveying Svcs 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, December 01, 2015 3:56 PM
To: Steve Crain
Cc: Marynel Trevino
Subject: Review & Approve a to form-Contract# C-15-383-12-15-Aranda & Assoc Inc-Pct 4 (OnCall) Surveying Svcs

Good afternoon, Mr. Crain-

Please review and approve as to form Professional Services Agreement **#C-15-383-12-15** (attached hereto) for the purposes of **(on call) Surveying Services** for projects located within **Hidalgo County Precinct #4.**

***Note: will place on the next CC agenda for final approval.**

Thank you.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
***P**(956) 318-2626 **F**(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...



image001.gif
345 B

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-15-384-12-08

THIS AGREEMENT is made effective the **8TH** day of **December, 2015** by and between **HIDALGO COUNTY, TEXAS,** ("County") and **Dos Logistics, Inc.** of Weslaco, a Texas Corporation ("Engineer").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing **"Road and Bridge, C.I.P.** and **Other Projects in General" (on an as needed basis)** for projects within **Hidalgo County Precinct No. 4** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from professional engineers to assist the County by providing the Services;

WHEREAS, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in Exhibit "A" attached hereto and entitled "Services to be performed by County." Engineer agrees

to provide to County with the work described in Exhibit “B”, “Services to be performed by the Engineer”.

2. Term. This Agreement is for a period of **one (1) year**, effective **December 08, 2015,** and will expire **December 07, 2016** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each “Work Authorization”.

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

4. Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a

subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a

statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10.Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such

information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be

accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts

prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Engineer, and not otherwise.

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in

writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Engineer: **Dos Logistics, Inc.**
Attn: Eric Ybarra, President/C.E.O.
1002 East Expressway 83
Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

25. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

26. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

28. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and

this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

31. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

ENGINEER: DOS LOGISTICS, INC.

By: _____

Printed Name Eric Ybarra

Title: C.E.O.

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: _____ , 2015.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

January 20, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-006-02-04-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2015-006-02-04-YZV

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2.	Request for Qualifications, Legal Notice	9
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8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2015-006-02-04-YZV

Acceptance Due Date: **February 04, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL**", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ No.: 2015 -006-02-04-YZV- "HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **PROFESSIONAL ENGINEERING SERVICES POOL"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 04, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**FEBRUARY 04, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY HOLIDAYS

2015 YEAR	
New Year's Day	01/01/2015
Martin Luther King Day	01/19/2015
President's Day	02/16/2015
Good Friday	04/03/2015
Memorial Day	05/25/2015
Independence Day	07/04/2015
Labor Day	09/07/2015
Columbus Day	10/12/2015
Veteran's Day	11/11/2015
Thanksgiving Day	11/26/2015-11/27/2015
Christmas Day	12/24/2015-12/25/2015
New Year's Eve	12/31/2015

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and~~

~~acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or

State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like

services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **March 16, 2015 and ending March 15, 2016**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 04, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E)

certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, January 26, 2015** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, January 28, 2015 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages and should include the following;

1) Area firm specializes in
2) Minimum years of experience
3) Project(s)

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight

the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment

- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION PROCEDURES/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY (20)**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   * Response is Clear;
   * Response is Well Organized;
   * Easy to Evaluate;
   * Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Firm/Participant's Name:_____

Evaluator: _____ Department: _____

Project Name:_____ Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2015-006-02-04-YZV

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC / AGG	$ / $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I _____ , authorized representative for _____ ,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $ _____

Automobile Liability: $ _____ General Liability: $ _____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I,_____ possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____ **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.** _____
State of Incorporation: _____ **Date:**_____ **Other:** _____
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** • Less than 125,000 annual gross receipt • Less than 250,000 annual gross receipt • Less than 499,000 annual gross receipt • More than 500,000 annual gross receipt • Black American • Hispanic American • Asian Pacific American • Native American • Women • Other **Have you been certified as a HUB or an MBE/WBE source?:** • Yes • No **Indicate Certification No.(s):** _____ **or are Certificate(s) attached?:** • Yes • No
What type of product(s) is/are solicited by your company?: _____ **Would you like to be provided with specifications for procurements of such products?:** • Yes • No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____ **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2015-006-02-04-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit “A” attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer’s request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit “A” attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

SCOPE OF SERVICES

DL, Inc. proposes to provide Hidalgo County with professional engineering services as required to complete project related tasks for County of Hidalgo including, but not limited to, the following:

- Route and Design Studies
- Social, Economic, Environmental Studies, and Public Involvement
- Right of Way Acquisition Services (Maps and Data)
- Subsurface Utility Engineering
- Pre-Design
- Surveying
- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Marking, and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation
- Building Design
- Plans, Drawings, and Specifications
- Bid Package Preparation
- Construction Contract Management
- Design for New Construction
- Design for Alternations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating
- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Infrastructure / Site Development

Other professional services offered by DL, Inc. include: Project Development Management, Facility Analysis and Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring.

EXHIBIT C

-Engineer Contract Rates

DL, INC.
DOS LOGISTICS, INC.

RATE SCHEDULE

DOS Logistics, Inc.

Direct Labor

Labor/Staff Classification	Contract Rate
PRINCIPAL	$249.00
PROJECT MANAGER	$220.00
SENIOR ENGINEER	$200.00
PROJECT ENGINEER	$170.00
DESIGN ENGINEER	$149.00
ENGINEER IN TRAINING (EIT)	$79.00
SENIOR ENGINEER TECH	$86.00
ENGINEER TECH	$80.00
CADD OPERATOR	$65.00
ADMIN/CLERICAL	$58.00
PROJECT INSPECTOR V	$76.00
PROJECT INSPECTOR I	$71.00
PUBLIC INVOLVEMENT / OUTREACH	$124.00

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-15-384-12-08

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide_____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.4, Commissioner, Joseph Palacios, as to content and detail of this **Work Authorization No. ___.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201__.

THE ENGINEER:
DOS LOGISTICS, INC.

_____
By: Eric Ybarra, C.E.O.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ **20**___ concerning Engineering for_____ hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/1/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jesusa Villarreal
Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS: jessie@montalvoinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Mesa Underwriters Specialty
INSURED Dos Logistics Inc. 1002 East Expressway 83 Weslaco TX 78596	INSURER B: Progressive County Mutual Ins.
	INSURER C: Texas Mutual Insurance Company
	INSURER D: Axis Surpuls Insurance Company
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1581201686 **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:			MP0042012001268	4/24/2015	4/24/2016	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 $ 100,000 $ 5,000 $ 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			03244013-1	8/20/2015	8/20/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SBP-0001253872-2015	6/8/2015	6/8/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	PROFESSIONAL LIABILITY			EBZ780503012015	4/24/2015	4/24/2016	EACH CLAIM AGGREGATE	2,000,000 2,000,000

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

The General Liability and Auto policy contain a special endorsement with Additional Insured wording. In addition, these policies contain a special endorsement with Waiver of Transfer of rights of Recovery against others to us. These are automatic when required in the contract or agreement.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: MP0042012001268

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Requied by written contract for each Addititional Insured endorsement.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER:MP0042012001268

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where Requied by written contract for each Addititional Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: REVISED--Review & Approve as to form-C-15-384-12-15-Dos Logisitics Inc (on call) Engineering Svcs-Pct 4

From : Steve Crain <scrain@atlashall.com> Wed, Dec 02, 2015 11:10 AM

Subject : RE: REVISED--Review & Approve as to form-C-15-384-12-15-Dos Logisitics Inc (on call) Engineering Svcs-Pct 4 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Good to go.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, December 02, 2015 10:31 AM
To: Steve Crain
Cc: Marynel Trevino
Subject: Re: REVISED--Review & Approve as to form-C-15-384-12-15-Dos Logisitics Inc (on call) Engineering Svcs-Pct 4

Good Morning, Mr. Crain-

Please review and approve as to form agreement with DL,Inc. (attached hereto) with revisions as advised.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

From: "Marynel Trevino" <mntrevino@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Wednesday, December 2, 2015 9:26:05 AM
Subject: RE: Review & Approve as to form-C-15-384-12-15-Dos Logisitics Inc (on call) Engineering Svcs-Pct 4

Good morning Leti:

See the attached with Mr. Crain's comments and revisions.

Thank you,
Marynel Trevino, Secretary for Stephen L. Crain

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, December 01, 2015 5:08 PM
To: Steve Crain
Cc: Marynel Trevino
Subject: Review & Approve as to form-C-15-384-12-15-Dos Logisitics Inc (on call) Engineering Svcs-Pct 4

Mr. Crain-

Please review and approve as to form agreement # C-15-384-12-15 (attached hereto) for the purposes of "on call" Engineering Services for projects located within Hidalgo County Precinct #4.

*Note: will be placing on the next CC agenda for final approval.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*

AI-52336 **Purchasing Department** **16. G. 1.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole bid received for the purposes of award and approval of contract to the lowest bidder meeting all specifications and/or requirements (as detailed in the documentation contained herein) for Hidalgo County Women, Infant and Children (WIC) Program - for Request for Bid titled: "Lease of Office Space - McAllen-North Side" through project No.: 2015-366-11-18-HGO.

BACKGROUND

Current contract expired on 11-01-2015. Lessee has continued possession of the Leased Premises on the basis of a month to month tenancy with no objections from Lessor.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1292-441-00-350-018-5-441

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

BUDGETARY IMPACT:

Funds available as of 12/4/15

FISCAL YEAR: 2016 **ACCT. #:** 6-1292-441-00-350-001-6-441

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

BUDGETARY IMPACT:

Funds available as of 12/4/15

Attachments

Final Contract
Approval by Legal
Dept. Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/02/2015 04:21 PM
Budget & Management	Veronica Ortiz	12/02/2015 04:47 PM
Auditor's Office	Monica Badillo	12/04/2015 05:24 PM

Form Started By: Heidi Ortiz Started On: 11/19/2015 01:56 PM
Final Approval Date: 12/04/2015

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-15-366-12-15

THIS LEASE is made and entered into by and between Julcar, L.L.C., referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, acting for and on behalf of its Women, Infant Children Program (WIC) referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease and in accordance with specification on the Request for Bid (RFB), a copy of such Request for Bid (RFB) Procurement Packet and the bid page attached hereto as Exhibit "B" (the "RFB"), and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", (Legal Description), attached hereto.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for nine (9) months commencing on January 1**, 2016** (as hereinafter defined) and ending on September 30**, 2016** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional four (4) 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 1 and the remainder of this Lease shall be under the same rates, terms and conditions. Hidalgo County reserves the right to extend this agreement for an additional sixty (60) day grace period at the end of the contract term (subject to the same terms, and conditions) for unforeseen delay in award of new bid for next contract term. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's

electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to Five Thousand Seven Hundred Forty Three Dollars and Ten Cents ($5,743.10) per month forth. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **910 S. Closner Blvd., Edinburg, Texas 78539** or such other location or locations as Lessor shall from

time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that result in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent use of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintenance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor makes repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have acted in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien

caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollars ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated

in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverage to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease

Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take

possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party

does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sub lessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Closner
Edinburg, Texas 78539

Lessor:
Julcar, L.L.C.
910 S. Closner Blvd.
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of

Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the_____ day of _____, 2015.

LESSEE:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

LESSOR:

_____
Company

By: _____

Approved as to Form:
ATLAS HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

Exhibit "A"

Legal Description

Unit 2 of Daffodil Medical Plaza Condos, an addition to the City of McAllen, Hidalgo County, Texas with a street address of 3001 N. 23rd Street, Suite 8, McAllen, Texas 78501 Hidalgo County, Texas

Property ID No.: 647731

Geographic ID No.: D0630-00-000-0002-00

Unit 8 of Daffodil Medical Plaza Condos, an addition to the City of McAllen, Hidalgo County, Texas with a street address of 3001 N. 23rd Street, Suite 8, McAllen, Texas 78501 Hidalgo County, Texas

Property ID No.: 647737

Geographic ID No.: D0630-00-000-0008-00

Exhibit "B"
Request
For
Bid
(RFB)
Procurement
Packet

PURCHASING DEPARTMENT
County Of Hidalgo

October 27, 2015

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"LEASE OFFICE SPACE-CITY OF MCALLEN"**
Bid No: 2015-366-11-18-HGO

Dear Respondents:

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

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE-CITY OF McALLEN"
RFB NO: 2015-366-11-18-HGO

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit A Specifications, consisting of 4 pages.
4. Exhibit B Bid Page, consisting of 1 page.
5. Exhibit C Insurance Requirements, consisting of 4 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
7. Vendor/Bidder Application and W-9 form(s) consisting of 6 pages.
8. Draft Service Agreement consisting of 17 pages
9. Certification Regarding Debarment, consisting of 1 page.

The above mentioned items shall be found in this Request for Bids (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

10-27-15
Date

Bid No: 2015-366-11-18-HGO	Buyer: Heidi Ortiz	Tel. No: (956) 318-2626 x 4877

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM

"LEASE OFFICE SPACE-CITY OF McALLEN"

BID OPENING DATE:

November 18, 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 WIC PROGRAM- LEASE OFFICE SPACE-CITY OF McAllen"** 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-2015-366-11-18-HGO - HIDALGO COUNTY WIC PROGRAM "LEASE Office Space-City of McAllen"** 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, November 18, 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-2015-366-11-18-HGO - HIDALGO COUNTY WIC PROGRAM "LEASE OFFICE SPACE-CITY OF McALLEN". 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 reserve 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. Any shipping costs are to be F.O.B., destination. (Vendor pays all shipping cost and remains responsible until County takes procession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14 Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. <u>DELIVERY INSTRUCTIONS:</u>

- 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 "Lease Office Space – City of McAllen"** 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
Attn: Margarita Gonzalez
3105 W. University Dr.
Edinburg, TX. 78539
(956) – 381-4646

17. **Schedule of Events**

Bid Opening, 9:30 AM	**November 18, 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 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. 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 award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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
"Lease Office Space – City of McAllen"
BID NO.: 2015-366-11-18-HGO

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. 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
"LEASE OF OFFICE SPACE - CITY OF MCALLEN"
RFB NO.: 2015-366-11-18-HGO

SCOPE OF WORK:
Hidalgo County is seeking bids to establish a contract for **"Lease of Office Space in the City of McAllen".** The proposed building should be in good habitable condition and shall consist of the following:

SPECIFICATIONS:

1. Proposed office space should be located in a major thoroughfare in the north side of the City of McAllen, within the following parameters: **North 23rd past Harvey Drive to Trenton Rd., also North Ware Rd. past Nolana up to 4 Mile Line and on Nolana between North Ware Road in the vicinity to Bicentennial Blvd.**

2. Said office space shall have the designated rooms or areas for conducting WIC functions:

   - Reception Area
   - Nutrition Education Classroom
   - Counseling Room
   - Two (2) Storage Rooms
   - Computer Area
   - Lab & Immunization Area
   - Lactation Room
   - Lounge Area

3. The proposed office building shall consist of a **minimum of 2,000 square feet to a maximum of 4,700 square feet** of available floor space to perform WIC services.

4. Building must meet all the requirements of the Americans with Disabilities Act (ADA) and shall be fully handicap accessible from all parking facilities. (i.e. entrances, restrooms, for both men and women, and parking)

5. Building must have handicap accessible bathroom facilities for both men and women and separate bathroom facilities for employees.

6. Parking area should have thirty (30) paved parking spaces and have at least two (2) designated handicap parking spaces with ramp access available from such spaces to the building.

7. Bid premises must have water, sewer and electricity, including garbage pickup.

8. The Bid premises shall have a central cooling and heating system throughout the entire building. Maintenance of the air/heating system, electrical and keeping the entire building mold free at all times will be the responsibility of the Lessor.

9. Floors should have commercial tile, no carpeting. The Lessor shall be responsible for floor maintenance.

10. Building shall be free from rodents and insects prior to occupancy by the WIC Program staff. The Lessor shall be responsible, at his own expense, for pest control throughout the term of this contract.

11. Building should have the minimum number of fire extinguishers required by the City Fire code under federal, state, local and building codes and regulations. Floor area exit doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

Requirements:

12. Bidder will maintain liability insurance on the building throughout the term of contract plus insure building for fire, accident and natural disaster. Bidder shall maintain liability insurance on the premises as described and listed in: **Insurance Requirements: See Exhibit "C" attached.**

13. The floor plans of the building will be constructed according to the Program Director. If present building needs a renovation; the renovation work will be made by Lessor and at Lessor's cost and to be completed at least 45 days from the date of award;

14. An existing building must be ready for occupancy with all specifications completed and in compliance with Americans with Disabilities Act, and ninety (90) days from the date of awarding bid or the award will become void/null.

15. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

16. If renovations or additions are made to an existing building the Lessor must provide documented proof the building is free of asbestos. (If Applicable)

17. Bidder must charge by the square foot for the rental space.

18. Provide the **legal description** of the property along with your bid and include a proposed **"Floor Plan Layout"** of your facility.

19. Hidalgo County is requesting that all interested vendor(s) submitting bids for this project **must provide the following:** A) **Property ID number** and/or **Geographic ID number.** B) **Legal Description** as listed in your local Hidalgo County Appraisal District for proposed property.

20. If a new building is proposed in this project, Hidalgo County may consider accepting as main option, or whichever is in the best interest of the County.

TERM AND CONDITIONS:

1. Initial term of contract/lease shall be for a period of ten (10) months with the County's option to renew contract for four (4) additional one (1) year terms under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause.

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. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(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.

4. The complete space will be inspected by WIC Program Director before lease contract is in place in order to verify status and kind of business activity within the building.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to Hidalgo County.

7. 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, or
   (c) Terminated by County with sixty (60) day written notice prior to cancellation.

8. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

9. **Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes.**

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 **OR VIA E-MAIL TO heidi.ortiz@co.hidalgo.tx.us BY NO LATER THAN Wednesday, November 11, 2015.** Responses to said inquiries will be sent to applicants via facsimile by no later than, **Friday, November 13, 2015.**

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID

EXHIBIT "B"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE – CITY OF MCALLEN"
RFB NO.: 2015-366-11-18-HGO

BID PAGE

Initial Ten (10) Month Term:
Monthly charge for "Lease Office Space - City of McAllen" as requested , but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial ten month term of the contract.

Price $_____per square foot.

Total Sq. Ft. of Proposed Building: _____sq. ft.

Total Monthly Bid Price: $_____

Property ID No. or Geographic ID No. **(Local Appraisal District Info)**: _____

Legal Description: _____

Proposed (address) Location:_____ McAllen, TX. _____ (Zip-Code)

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY:_____STATE: _____ZIP CODE:_____

PHONE No: _____FAX No: _____ CELL No:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance 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 GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE				EACH OCCURENCE	$
					AGGREGATE	$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. 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"

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:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-		-				

Employer identification number

		-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-15-366-00-00

THIS LEASE is made and entered into by and between _____, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, acting for and on behalf of its Women, Infant Children Program (WIC) referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease and in accordance with specification on the Request for Bid (RFB), a copy of such Request for Bid (RFB) Procurement Packet attached hereto as Exhibits "A" (the "RFB"), and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "B", (Bid Page), attached hereto.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for ten (10) months commencing on December 1, 2015 (as hereinafter defined) and ending on September 30, **2016** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease

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for an additional four (4) 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 1 and the remainder of this Lease shall be under the same rates, terms and conditions. Hidalgo County reserves the right to extend this agreement for an additional sixty (60) days grace period at the end of the contract term (subject to the same terms, and conditions) for unforeseen delay in award of new bid for next contract term. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's

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electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to _____ and no/100ths ($____) per month forth. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at _____or such other location or locations as Lessor shall from time to time designate by

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written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

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4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

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(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintenance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor makes repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have acted in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

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Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien

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caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor.** Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollars ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated

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in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

9.3 **Lessee.** Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverage to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease

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Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

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11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take

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possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party

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does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sub lessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

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Lessor:

Lessee:

County of Hidalgo
Attn: County Judge
100 E. Closner
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or

DRAFT

unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure,

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which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt.

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Code Ann. ' 271.903 (Vernon Supp. 1996).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the_____ day of _____, 2015.

LESSEE:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

LESSOR:

_____
Company

By:_____

Approved as to Form:
ATLAS HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

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EXHIBIT "B"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE – CITY OF MCALLEN"
RFB NO.: 2015-366-11-18-HGO

BID PAGE

Initial Ten (10) Month Term:
Monthly charge for "Lease Office Space - City of McAllen" as requested , but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial ten month term of the contract.

Price $ 1.10 **per square foot.**

Total Sq. Ft. of Proposed Building: 5,221 **sq. ft.** Ste 2 = 2,675 Ste 4 = 2546

Total Monthly Bid Price: $ 5,743.10

Property ID No. or Geographic ID No. **(Local Appraisal District Info):** D06300000000200 + D06300000000800

Legal Description: Daffodil Medical Plaza Condo Unit 2 + Unit 8

Proposed (address) Location: 300 / N. 23rd Street Ste 2 + Ste 4 **McAllen, TX.** 78501 (Zip-Code)

BIDDER/COMPANY NAME: Tukar LLC

ADDRESS: 910 S. Closner Blvd

CITY: Edinburg STATE: TX ZIP CODE: 78539

PHONE No: 956.380.3441 FAX No: 956.380.3715 CELL No: 956.342.7803

AUTHORIZED SIGNATURE:

PRINTED NAME: Marisol Valadez

TITLE: Accountant & property Manager

OPENED 9:35 11-18-15 Witnessed

Exhibit "C"

Certificate Of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/23/2015

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 t the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer righ certificate holder in lieu of such endorsement(s).

PRODUCER
MOSELEY INSURANCE
2409-A E Griffin Pkwy
Mission, TX 78572

CONTACT NAME:
PHONE (A/C, No, Ext): (956)585-0587 FAX (A/C, No): (956)585-4297
E-MAIL ADDRESS: Markmoseley1@aol.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FARMERS INS GROUP	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AGUSTIN MARTINEZ
WOMENS CLINIC OF SOUTH TEXAS
JULCAR, LLC
EDINBURG, TX
(956)380-3441

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 PERIO 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	X		60367-18-37	8/12/2015	8/12/2016	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
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS	X		60367-18-37	8/12/2015	8/12/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			A0707-71-30	10/13/2015	10/13/2016	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	PROPERTY BUILDING	X		60367-18-37	8/12/2015	8/12/2016	$2,637,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
3001 N 23RD ST MCALLEN, TX 78501

COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL INSURANCE POLICIES

CERTIFICATE HOLDER
HIDALGO COUNTY
ATTN:PURCHASING DEPARTMENT
2812 S HIGHWAY BUS. 281
EDINBURG, TX 78539

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

AUTHORIZED REPRESENTATIVE

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Zimbra **heidi.ortiz@co.hidalgo.tx.us**

RE: RFB No. 2015-366-11-18-HGO "LEASE OFFICE SPACE - CITY OF MCALLEN" WIC

From : Steve Crain <scrain@atlashall.com> Tue, Nov 24, 2015 04:49 PM

Subject : RE: RFB No. 2015-366-11-18-HGO "LEASE OFFICE SPACE - CITY OF MCALLEN" WIC

To : 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>

You too!

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Tuesday, November 24, 2015 3:52 PM
To: Steve Crain
Subject: Re: RFB No. 2015-366-11-18-HGO "LEASE OFFICE SPACE - CITY OF MCALLEN" WIC

Thank you Mr. Crain...I hope you have a wonderful Thanksgiving!

Heidi

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Heidi Ortiz" <heidi.ortiz@co.hidalgo.tx.us>
Sent: Tuesday, November 24, 2015 7:44:56 AM
Subject: RE: RFB No. 2015-366-11-18-HGO "LEASE OFFICE SPACE - CITY OF MCALLEN" WIC

You are good to go.

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Monday, November 23, 2015 3:27 PM
To: Steve Crain
Subject: RE: RFB No. 2015-366-11-18-HGO "LEASE OFFICE SPACE - CITY OF MCALLEN" WIC

Do you want me to send the whole packet again...or am I good to go?

Heidi
----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>
Sent: Mon, 23 Nov 2015 11:53:14 -0600 (CST)

Subject: RE: RFB No. 2015-366-11-18-HGO "LEASE OFFICE SPACE - CITY OF MCALLEN" WIC

That works.

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Monday, November 23, 2015 10:53 AM
To: Steve Crain
Subject: RE: RFB No. 2015-366-11-18-HGO "LEASE OFFICE SPACE - CITY OF MCALLEN" WIC

Will this work?

----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>
Sent: Mon, 23 Nov 2015 09:32:23 -0600 (CST)
Subject: RE: RFB No. 2015-366-11-18-HGO "LEASE OFFICE SPACE - CITY OF MCALLEN" WIC

The name on the insurance certificate does not match the name of the Lessor.

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Monday, November 23, 2015 8:41 AM
To: Steve Crain
Subject: RFB No. 2015-366-11-18-HGO "LEASE OFFICE SPACE - CITY OF MCALLEN" WIC

Good morning Mr. Crain:

Attached you will find the contract for the above listed project. Please review and advise of any changes so that I may place it on the CC agenda for award.

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

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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

MEMORANDUM

TO: Norma Longoria, Director
Hidalgo County WIC Program

ATTN: Marğarita Gonzalez
Administrative Assistant

FROM: Heidi Garcia Ortiz, Buyer III hgo
Hidalgo County Purchasing Department

DATE: November 18, 2015

RE: **Memo of Concurrence/Recommendation**
Bid No. 2015-366-11-18-HGO
HIDALGO COUNTY WIC PROGRAM-"LEASE OFFICE SPACE - CITY OF MCALLEN"

Attached you will find the sole bid response received for the above referenced project. Please review. We will need to present on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the below listed deadline.

Please acknowledge by signing below, of your Concurrence/Recommendation to award to the low bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: heidi.ortiz@co.hidalgo.tx.us by no later than Friday, November 20, 2016 @ 10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4877.

COMMENTS/CONCERNS:

Will be funded out of two accounts WIC - for clinic Lactation Center (018) for Lactation Center

BUDGET ACCOUNT #: 5.1292.441.00.350.018.5.441 & 5.1292.441.00.350.001.6.441

N Longoria Norma Longoria WIC 11/19/15

Authorized Signature | Printed Name | Department | Date

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM	
BID OPENING DATE: November 18, 2015	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: LEASE OFFICE SPACE-CITY OF McALLEN	
BID NO: 2015-366-11-18-HGO	**BUYER: Heidi Garcia Ortiz**

	SOLE BIDDER NAME / LOCATION	UNIT PRICE		TOTAL MONTHLY PRICE
#1	Julcar, LLC 910 S. Closner Blvd Edinburg, TX 78539	Price Per Sq. Foot	$ 1.10	**Monthly Charge $ 5,743.10**
		Total Square ft: 5,221		

AI-52223 **Purchasing Department** **16. G. 2.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County WIC Program-"Lease Office Space- McAllen Clinic" RFB No.: 2016-014-00-00-SGS, including the re-advertising of project in the event No Bid responses are received and/or are rejected and project is still required.

BACKGROUND

1. Current contract expires on: February 11, 2016
2. New contract will commence on: February 12, 2016
3. Schedule of Events:

1st advertisement: December 19, 2015
2nd advertisement: December 26, 2015
Bid Opening: January 06, 2016

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 5-1292-441-00-350-001-6-441

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

BUDGETARY IMPACT:

Funds available as of 12-3-15 in the WIC Adm. FY 2016 budget.

Attachments

Memo, Specs, Legal Notice, Draft agreement & Legal approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/02/2015 04:15 PM
Budget & Management	Veronica Ortiz	12/02/2015 04:47 PM
Ivan Cantu	Ivan Cantu	12/03/2015 10:26 AM
Auditor's Office	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Sandy Suarez		Started On: 11/10/2015 11:25 AM

Final Approval Date: 12/04/2015

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Approval of Specifications)

TO: **Norma Longoria, Director**
Hidalgo County WIC Program

ATTN: Margarita Gonzalez, Admin. Assist. II via email: mague.gonzalez@wic.co.hidalgo.tx.us

FROM: Sandy Suarez[SS], Buyer II
Hidalgo County Purchasing Department

DATE: October 26, 2015

RE: **Approval or Disapproval of Specifications for: – Hidalgo WIC Program-"LEASE OFFICE SPACE- McALLEN CLINIC"**
Bid No. 2016-014-00-00-SGS

Please review the **CURRENT SPECIFICATIONS** and verify if all requirements are met by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE	☐	DISAPPROVE	☐
APPROVE WITH MODIFICATIONS	☑ See Revisions		

Funds Availability: ✓ YES / _____ NO/ _____

Other (Specify) _____

Budget Account No.: 5-1292-441-00-350-001-6-441

Norma L Longoria Norma Longoria WIC Program 10/26/15

SIGNATURE PRINTED NAME DEPARTMENT DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than Tuesday October 30, 2015 @ 4:00 P.M.

Enclosures

EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE- MCALLEN CLINIC"
RFB NO.: 2016-014-00-00-SGS

Scope of Project:

Proposed building should be in good working condition and have office space for the designated rooms or areas for conducting the following functions:

- Reception area, Nutrition Education, Counseling room, Issuance of food cards via computers, lab and immunization area, lactation room, lounge area and two(2) storage rooms.

Specifications:

1. Proposed office space should be located at the following parameter: **Mainly the downtown Area, [Main Parameters: (~~North~~) Business 83, (~~South~~) Expressway 83 to (East), 10th Street to (West) Bicentennial Drive], La Paloma vicinity, South City of McAllen, Texas.**

2. Building shall consist of a minimum of 2,000 square feet to a maximum of 3,000 square feet of available floor space to perform WIC services.

3. The building will meet all American Disability Act accessibility requirements and shall be fully handicap accessible from all parking facilities.

4. Building must have handicapped accessible toilet, facilities for both men and women and separate bathroom facilities for employees.

5. Parking area should have thirty (30) paved parking spaces and have at least two (2) designated handicap parking spaces, with ramp access available from such spaces to the building.

6. Bid premises must have water, sewer and electricity, including garbage pickup.

7. Central air/heating will be provided for ample cooling and heating of the entire building. Lessor will be responsible for electrical, central air/heating system maintenance and keeping the entire building mold free at all times,

8. Floors should have commercial tile, no carpeting. The lessor shall be responsible for floor maintenance.

9. Building shall be free from rodents and insects prior to occupancy by the WIC Program staff. The Lessor shall be responsible at his own expense for pest control throughout the term of this contract.

10. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of Exit access doorways must comply with the City Fire Code under Federal state and local Building codes and regulations.

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EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE- MCALLEN CLINIC"
RFB NO.: 2016-014-00-00-SGS

Requirements:

1. Bidder will maintain liability insurance on the building throughout the term of contract plus insure building for fire, accident and natural disaster. A Certificate of Insurance shall be submitted to the WIC Clinic for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached**. The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County

2. The floor plans of the building will be constructed according to the Program Director. If present building needs a renovation; the renovation work will be made by lessor and at lessor's cost and to be completed at least 90 days from the date awarded and execution of contract/lease or the award will become void/null.

3. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, within ninety (90) days from the date of awarding bid or the award will become void/null.

4. If renovations or additions are made to an existing building, The Lessor must provide documented proof the building is free of asbestos.

5. Bidder must charge by the square foot for the rental space.

6. The awarded bidder of the contract/lease will ensure that the facilities (toilets, water, faucets, air conditioning/ heating etc.) within the building are working properly before and during the rental of the building and will provide all up keep and maintenance under the contract.

7. Provide the **legal description** of the property along with your bid and include a proposed "Floor **Plan Layout"** of your facility.

8. Hidalgo County is requesting that all interested vendor(s) submitting bids for this project **must provide the following**:
   a) Property ID number and /or Geographic ID number.
   b) Legal Description as listed in your local Hidalgo County Appraisal District for proposed property.

9. If a new building is proposed in this project, Hidalgo County may consider accepting as main option, or whichever is in the best interest of the County.

Terms and Conditions:

1. Term of contract shall be for a period of **Three (3) years** and shall include the County's option to renew contract for **one (1) additional year** under the same rates, terms and conditions as the initial Three (3) year period. Lease will have a sixty (60) day cancellation clause.

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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 term.

3. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(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. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

6. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

7. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to Hidalgo County.

8. 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, or
(c) terminated by County with thirty (30) day's written notice prior to cancellation.

9. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

10. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

Additional Information:

Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or via e-mail to sandy.suarez@co.hidalgo.tx.us, by no later than, *WEDNESDAY, Month 00, 2015* by 5:00 P.M. Reponses to said inquires will be sent to all applicants via facsimile or via e-mail by no later than, *FRIDAY, Month 00, 2015*, by 5:00 P.M.

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ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or via e-mail to sandy.suarez@co.hidalgo.tx.us, by no later than, *WEDNESDAY, Month 00, 2015* by 5:00 P.M. Reponses to said inquires will be sent to all applicants via facsimile or via e-mail by no later than, *FRIDAY, Month 00, 2015,* by 5:00 P.M.

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REVISED EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE- MCALLEN CLINIC"
RFB NO.: 2016-014-00-00-SGS

Scope of Project:

Proposed building should be in good working condition and have office space for the designated rooms or areas for conducting the following functions:

- Reception area, Nutrition Education, Counseling room, Issuance of food cards via computers, lab and immunization area, lactation room, lounge area and two(2) storage rooms.

Specifications:

1. Proposed office space should be located at the following parameter:
Mainly the downtown Area, [Main Parameters: (South) Old Business 83, (North) Expressway 83 to (East), 10th Street to (West) Bicentennial Drive], La Paloma vicinity, South City of McAllen, Texas.

2. Building shall consist of a minimum of 2,000 square feet to a maximum of 3,000 square feet of available floor space to perform WIC services.

3. The building will meet all American Disability Act accessibility requirements and shall be fully handicap accessible from all parking facilities.

4. Building must have handicapped accessible toilet, facilities for both men and women and separate bathroom facilities for employees.

5. Parking area should have thirty (30) paved parking spaces and have at least two (2) designated handicap parking spaces, with ramp access available from such spaces to the building.

6. Bid premises must have water, sewer and electricity, including garbage pickup.

7. Central air/heating will be provided for ample cooling and heating of the entire building. Lessor will be responsible for electrical, central air/heating system maintenance and keeping the entire building mold free at all times,

8. Floors should have commercial tile, no carpeting. The lessor shall be responsible for floor maintenance.

9. Building shall be free from rodents and insects prior to occupancy by the WIC Program staff. The Lessor shall be responsible at his own expense for pest control throughout the term of this contract.

10. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of Exit access doorways must comply with the City Fire Code under Federal state and local Building codes and regulations.

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Requirements:

1. Bidder will maintain liability insurance on the building throughout the term of contract plus insure building for fire, accident and natural disaster. A Certificate of Insurance shall be submitted to the WIC Clinic for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached**. The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County

2. The floor plans of the building will be constructed according to the Program Director. If present building needs a renovation; the renovation work will be made by lessor and at lessor's cost and to be completed at least 90 days from the date awarded and execution of contract/lease or the award will become void/null.

3. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, within ninety (90) days from the date of awarding bid or the award will become void/null.

4. If renovations or additions are made to an existing building, The Lessor must provide documented proof the building is free of asbestos.

5. Bidder must charge by the square foot for the rental space.

6. The awarded bidder of the contract/lease will ensure that the facilities (toilets, water, faucets, air conditioning/ heating etc.) within the building are working properly before and during the rental of the building and will provide all up keep and maintenance under the contract.

7. Provide the **legal description** of the property along with your bid and include a proposed "Floor **Plan Layout"** of your facility.

8. Hidalgo County is requesting that all interested vendor(s) submitting bids for this project **must provide the following**:
   a) Property ID number and /or Geographic ID number.
   b) Legal Description as listed in your local Hidalgo County Appraisal District for proposed property.

9. If a new building is proposed in this project, Hidalgo County may consider accepting as main option, or whichever is in the best interest of the County.

Terms and Conditions:

1. Initial term is short and will commence on: February 13, 2016 and will terminate on September 30, 2016. Thereafter, at Hidalgo County's sole descretion and option, renew and extend the term for three (3)-one (1) year terms effective (October 1st , and ending September 30th of each subsequent year) under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause.

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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 term.

3. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(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. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

6. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

7. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to Hidalgo County.

8. 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, or
(c) Terminated by County with thirty (30) day's written notice prior to cancellation.

9. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

10. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

Additional Information:

Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or via e-mail to sandy.suarez@co.hidalgo.tx.us, by no later than, *WEDNESDAY, Month 00, 2015* by 5:00 P.M. Reponses to said inquires will be sent to all applicants via facsimile or via e-mail by no later than, *FRIDAY, Month 00, 2015,* by 5:00 P.M.

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Bid No: 2016-014-00-00	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM

"LEASE OFFICE SPACE- MCALLEN-CLINIC"

BID OPENING DATE:

DECEMBER 00, 2015

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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

LEGAL NOTICE **BID NO: 2016-014-00-00-SGS**

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM- LEASE OFFICE SPACE-MCALLEN CLINIC"** 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-2016-014-00-00-SGS-HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-MCALLEN CLINIC"** and in County's Purchasing Department, physical address: 2802 S. Business H y 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, DECEMBER 00, 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-2016-014-00-00-SGS-HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-MCALLEN CLINIC". 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.

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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. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes procession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14 Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. <u>DELIVERY INSTRUCTIONS:</u>

. No deliveries accepted after 3:00 P.M., Monday-Friday.

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. 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 – LEASE OFFICE SPACE–MCALLEN CLINIC"** 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
Attn: Margarita Gonzalez
3105 W. University Dr.
Edinburg, TX. 78539
(956) – 381-4646

17. **Schedule of Events**

Bid Opening, 9:30 AM	**DECEMBER 00, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

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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.

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. 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. 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 award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not

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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. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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.

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Bid
For

HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE-MCALLEN CLINIC"
BID NO.: 2016-014-00-00-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. 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: _____

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Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: RFB NO.: 2016-014 - Hidalgo County WIC Program-"Lease Office Space- McAllen Clinic" Draft agreement * Understanding correctly?

From : Steve Crain <scrain@atlashall.com> Wed, Dec 02, 2015 10:24 AM

Subject : RE: RFB NO.: 2016-014 - Hidalgo County WIC Program-"Lease Office Space- McAllen Clinic" Draft agreement * Understanding correctly?

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Good to go.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, December 02, 2015 9:45 AM
To: Steve Crain
Subject: Re: RFB NO.: 2016-014 - Hidalgo County WIC Program-"Lease Office Space- McAllen Clinic" Draft agreement * Understanding correctly?

Mr. Crain:

Attached for your review and approval is the draft lease agreement with corrections. Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Sent: Wednesday, December 2, 2015 8:39:30 AM
Subject: Re: RFB NO.: 2016-014 - Hidalgo County WIC Program-"Lease Office Space- McAllen Clinic" Draft agreement * Understanding correctly?

Mr. Crain:

As requested attach is the corrected draft lease agreements. Can you please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-16-014-00-000

THIS LEASE is made and entered into by and between **VENDOR'S NAME,** referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A "attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee issued a Request for Bid in accordance with specifications in the Request for Bid and a copy of such Request for Bid Procurement packet and Bid Page is (collectively the "RFB") is attached hereto as Exhibit "B".

ARTICLE1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall commence on **February 13, 2016** (as hereinafter defined) and end on **September 30, 2016** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

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Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for a three (3) one (1) year terms and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2 or 1.4 hereof; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to

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be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to _____ per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the

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Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **ADDRESS** or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent use of the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. Lessor shall be responsible for all of the repairs

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and maintenance. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation, electrical and electrical systems and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage

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disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(9) Landscaping (all greenery, watering, and maintenance).

(10) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least

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fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

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7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any

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proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as “Exhibit C.”

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty

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(30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor’s sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of

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the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the

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option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay

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under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

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ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

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ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following

addresses:

Lessor:	Lessee:
ADDRESS	County of Hidalgo Attn: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

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Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force

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majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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

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continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

Entire Agreement

14.14 This Lease 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 Lessor, and not otherwise.

Immunities

14.15 Nothing in this Lease is intended to and Lessee does not hereby waive, release or relinquish any right to assert any of the defenses Lessee enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Lessee as to any claim or action of any person, entity, or individual against Lessee.

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THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2015.

HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

VENDOR'S NAME

_____
By:

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

_____
By: Stephen L. Crain

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

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EXHIBIT “A”
LEGAL DESCRIPTION

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EXHIBIT “B”
REQUEST FOR BID (RFB) &
BID PAGE

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EXHIBIT “C”
CERTIFICATE OF INSURANCE

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AI-52498 **Purchasing Department** **16. H. 1.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to terminate Work Authorization No.1 under article 3.1 Termination Date of BCAP Contract # C-CAP 14-400-10-28 with R. Gutierrez Engineering Corporation for Las Fuentes Subdivision in Pct. 2.

BACKGROUND

Fiscal Impact

Attachments

term article
wa 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/04/2015 08:52 AM
Budget & Management	Veronica Ortiz	12/04/2015 09:13 AM
Glinda Pacheco	Glinda Pacheco	12/04/2015 01:53 PM
Auditor's Office	Monica Badillo	12/04/2015 05:24 PM

Form Started By: Yvette Islas Started On: 12/03/2015 11:23 AM

Final Approval Date: 12/04/2015

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-CAP-14-400-10-28

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **R. GUTIERREZ ENGINEERING CORPORATION** Professional Engineers of **Pharr, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Round III for **Hidalgo County Precinct 2** hereinafter referred to as the **"Project"**.

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

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 as identified in **EXHIBIT "B"-** *Services to Provided by the Engineer*, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on **November 18, 2015** (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 here in and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the

expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

ai# 47362
R) 11-18-14

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement # C-CAP- 14-400-10-28
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of **Pharr, Texas** hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide Plans, Specifications and Estimate (PS&E) and Construction Inspection for Round 3 funded Proposition 3 – Border Access Colonia Program Projects of Hidalgo County Precinct **No.2** as identified in Attachment "A".

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 **$19,583.34**. This amount is based upon the costs outlined in the Estimated **Fee Proposal** attached hereto as **EXHIBIT "D1".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Articles 5, 6, & 7** of the Agreement.

PART 4. FUNDING
This Work Authorization No. 1 shall be funded through funding source:
Account No. **4-1312-431-00-122-411-0-334**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 2** Commissioner **Hector "Tito" Palacios** as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 2

BY: _____

Commissioner Hector "Tito" Palacios

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on November 18, 2014 as indicated below and effective as of 18TH day of NOVEMBER, 2014.

THE ENGINEER:
R. Gutierrez Engineering Corporation

_____
By: Ramiro Gutierrez, P.E. President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 11-18-14 RE

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be provided by the Owner
ATTACHMENT "B" -	Services to be provided by the Engineer
ATTACHMENT "C" -	Work Schedule
EXHIBIT "D1" -	Fee Proposal

EXHIBIT "A"
Services to be provided by the OWNER

The following provides an outline of the services to be provided by the Owner in the development of the Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

(1) Authorization to the Engineer to begin work.

(2) Payment for work performed by the Engineer.

(3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.

(4) Provide any available relevant data the Owner may have on file concerning the project.

(5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.

(7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.

(8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.

(9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.

(10) Provide assistance to Engineer where necessary and possible with the Owner information/resources to ensure project is completed within timely/efficient basis.

(11) Provide Engineer with Geotechnical Data of existing pavement thickness.

ATTACHMENT "B"

Services to be Provided by the Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Two funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE - GENERAL PROJECT MANAGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUCTION PHASE – CONSTRUCTION MANAGEMENT, & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANAGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Attachment "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1) Review, verify and gather data necessary to proceed with design of approved TXDOT Colonia Projects.

2) Perform interviews with each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3) Obtain geotechnical data for pavement designs; determine subsurface conditions. Geotechnical data may be provided by the Owner.

4) Develop pavement designs, including cost data, pavement material properties, and pavement drainage. Pavement designs to be provided by the Geotechnical Engineering firm.

5) Identify preliminary alignments; develop typical sections.

6) Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7) Verify FEMA FIRM zones and requirements.

8) Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify all existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts, The layout sheets will be reproducible drawings (11" X17") with the following information:

   a) Existing and/or proposed right of way lines
   b) Benchmark data
   c) Existing and proposed drainage system(s)
   d) Location and size of utility (plan/profile view)
   e) Limits of existing casing pipe
   f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at approximately 1,000 ft. intervals, or at intervals appropriate to suit field conditions, using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc.. Drainage elements to include: flow lines and/or top of structures for drain pipes, inlets, manholes, other miscellaneous structures and ditches.

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map, where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepare parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11" X 17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate an economically

efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provided to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the June 1, 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, references to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineering files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Services for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric design – horizontal and vertical alignments, intersection geometrics; to be incorporated onto plan and profile sheets.

2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavement markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1) The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgement/acceptance, facility identification, specification reference, Engineer's seal, signature and date.

2) The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3) The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4) Specifications List and general Notes. The Engineer will prepare an applicable

specification list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5) Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6) Contract Time Determination Statement. The Engineer will determine the time required for construction of the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

7) Additional documents. Right of Way Certification letter, material testing and sampling table.

III. CONSTRUCTION PHASE SERVICES

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3) The Engineer will assist Owner in 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

4) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

5) The Engineer will coordinate and conduct a pre-construction conference.

6) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer

will promptly notify the Owner of any such defect or deficiency identified, and take steps to require the Contractor to correct the defect or deficiency.

7) Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8) The Engineer will provide Project site inspection of the authorized construction contract(s) as follows:

   a) Project Engineer. The Engineer will provide periodic site 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 Owner may request the Engineer to furnish the services of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection of construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10) 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.

11) 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 Owner.

12) As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) sets of prints.

ATTACHMENT "C"

WORK SCHEDULE

	2014				2015									
	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
Las Fuentes Subdivision														
Topographic Survey, Agency Coordination & Preliminary Design														
Detailed Design, Plan Preparation & Construction Bid Documents														
Letting Process														
Construction Activities														

TASK	ESTIMATED CONSTRUCTION COST	PROFESSIONAL SERVICES FEE (10.5%)
LAS FUENTES SUBDIVISION		
Las Fuentes Subdivision Paving & Drainage	$186,508.00	$19,583.34
TOTAL	**$186,508.00**	**$19,583.34**
Preliminary Phase Services Fee (50% of Total)		**$9,791.67**
Design Phase Services Fee (30% of Total)		**$5,875.00**
Construction Phase Services Fee (20% of Total)		**$3,916.67**

Note: Professional Services Fee it to be adjusted to 10.5% of Actual Construction Cost

AI-52408 **Purchasing Department** **16. I. 1.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

HIDALGO COUNTY:

a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Sections-.024(a)(3)-"an item necessary because of unforeseen damage to public property;", and (7)-"an item that can be obtained from only one source, including"-(B) films, manuscripts, or books -(D) "captive replacement parts or components for equipment;" and (11) "vehicle and equipment repairs":

b. Requesting authority to purchase repairs only (excludes maintenance for vehicles or equipment) for County-owned vehicles and equipment from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to extend through December 31, 2017;

c. Requesting authority to purchase parts for County-owned vehicles, equipment, heavy equipment and machinery from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to purchase through December 31, 2017;

d. Requesting authority to purchase books, publications, films and manuscripts as detailed in attachments herein for those applicable Elected Offices, Departments, Programs and/or Agencies as well as Specialized Local Entities through all funding sources;

e. Requesting exemption from competitive bidding requirements under Tx. Local Govn.Code, Chapter 262, Section .024(a)(8)(d)"an item of food for Sheriff Office, Adult Detention Facility, aka, County Jail), Texas Agrilife Extension Service including all other Hidalgo County Elected Offices, Departments, Programs and/or Agencies as well as Specialized Local Entities (i.e. Adult & Juvenile) through all funding sources with action valid through December 31, 2017;

f. Pursuant to same statute, specifically 262.024(d), action the following:
1. Solicitation of at least three (3) quotes by:
2. Telephone;
3. Written quotations;

g. Set the intervals for the solicitation of quotes for:

1. Current & historic time frame is 30 days;
2. Other as approved _____;

h. Presentation for approval of the proposed draft solicitation quote/bid form including, terms, conditions, requirements, as detailed on Hidalgo County Purchase Order document valid through December 31, 2017.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Each elected office, program, agency or department is responsible for the funding of said expense.

Attachments

TX Local Government Code
Purchasing Policies & Procedures
Request Quotes Form
Vendor's List

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/02/2015 04:23 PM
Budget & Management	Veronica Ortiz	12/02/2015 04:49 PM
Glinda Pacheco	Glinda Pacheco	12/03/2015 09:11 AM
Auditor's Office	Veronica Ortiz	12/03/2015 10:47 AM
Glinda Pacheco	Glinda Pacheco	12/03/2015 01:13 PM
Auditor's Office	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Matilde Faz		Started On: 11/24/2015 10:08 AM
Final Approval Date: 12/04/2015		

issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

(1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or

(2) $10 million.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007.

[1] V.T.C.A., Local Government Code § 271.041 et seq.

Section 2 of Acts 2007, 80th Leg., ch. 689 provides:

"The changes in law made by this Act apply only to a contract entered into on or after the effective date [Sept. 1, 2007] of this Act. A contract entered into before the effective date of this Act is governed by the law in effect when the contract was entered into, and the former law is continued in effect for that purpose."

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(*o*) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; [1] or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

(1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or

(2) $10 million.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 142, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007.

[1] V.T.C.A., Local Government Code § 271.041 et seq.

Section 2 of Acts 2007, 80th Leg., ch. 689 provides:

"The changes in law made by this Act apply only to a contract entered into on or after the effective date [Sept. 1, 2007] of this Act. A contract entered into before the effective date of this Act is governed by the law in effect when the contract was entered into, and the former law is continued in effect for that purpose."

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; [1] or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 59(e), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, § 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, § 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, § 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch. 142, § 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1065, § 1, eff. June 15, 2001; Acts 2007, 80th Leg., ch. 1272, § 3, eff. Sept. 1, 2007.

[1] V.T.C.A. Bus. & Com. Code § 17.81 et. seq.

§ 262.0241. Mandatory Exemptions: Certain Recreational Services

(a) This section applies only to a county that:

(1) has a population of 20,000 or less; and

(2) owns not more than one golf course open for public use.

(b) The competitive bidding and competitive proposal procedures prescribed by this subchapter do not apply to the purchase of:

(1) management services for:

(A) a county-owned golf course; or

(B) a retail facility owned by the county and located on the premises of the golf course; and

(2) landscape maintenance services for a county-owned golf course.

Added by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.

§ 262.0245. Competitive Bidding Procedures Adopted by County Purchasing Agents

A county purchasing agent shall adopt procedures that provide for competitive bidding, to the extent practicable under the circumstances, for the county purchase of an item under a contract that is not subject to competitive bidding under Section 262.023.

Added by Acts 1991, 72nd Leg., ch. 16, § 13.02(e), eff. Aug. 26, 1991. Renumbered from § 262.0241 by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.

§ 262.025. Competitive Bidding Notice

(a) A notice of a proposed purchase must be published at least once a week in a newspaper of general circulation in the county, with the first day of publication occurring before the 14th day before the date of the bid opening. If there is no newspaper of general circulation in the county, the notice must be posted in a prominent place in the courthouse for 14 days before the date of the bid opening.

(b) The notice must include:

(1) the specifications describing the item to be purchased or a statement of where the specifications may be obtained;

(2) the time and place for receiving and opening bids and the name and position of the county official or employee to whom the bids are to be sent;

(3) whether the bidder should use lump-sum or unit pricing;

(4) the method of payment by the county; and

(5) the type of bond required by the bidder.

(c) If any part of the payment for a proposed purchase will be made through time warrants, the notice also must include a statement of the maximum amount of time warrant indebtedness, the rate of interest on the time warrants, and the maximum maturity date of the time warrants.

(d) In a county with a population of 3.3 million or more, the county and any district or authority created under Article XVI, Section 59, of the Texas Constitu-

HIDALGO COUNTY PURCHASING POLICIES AND PROCEDURES

I. Introduction.

1.01. The Purchasing Department of Hidalgo County, Texas (the "Purchasing Department" or "Purchasing") was created by the Hidalgo County Commissioners Court (the "Commissioners Court") on May 3, 1988, pursuant to the provisions of Texas Local Government Code § 262.0115. As a result, the Commissioners Court has appointed a Purchasing Agent to coordinate the purchases made by Hidalgo County, Texas (the "County"). The Purchasing Agent serves at the pleasure of the Commissioners Court, and is authorized by statute to make all purchases not subject to competitive bidding requirements, supervise the competitive bidding process, and receive and deliver materials purchased in accordance with contracts awarded by bids. Pursuant to the requirements established by the Commissioners Court and the Local Government Code, these Hidalgo County Purchasing Policies and Procedures are adopted by the Commissioners Court on this the 8th day of August, 1995, to be effective for all purchases by the County, or any department or agency thereof, requested on or after August 8,1995.

II. Objectives of the Centralized Purchasing Program.

2.01. A centralized purchasing program has been established in the County to achieve the objectives listed as follows:

2.01.01. To obtain goods and services at the best price possible.

2.01.02. To obtain goods and services best suited to the particular needs of the County.

2.01.03. To ensure the timely delivery and adequate availability of goods and services.

2.01.04. To ensure that purchases conform to state law, County policies, the County budget and payment ability.

2.01.05. To ensure that all responsible prospective providers of goods and services to the County are afforded an equal opportunity to compete for County contracts.

2.01.06. To ensure that public spending is not used to enrich elected officials, departments heads or government employees, or to confer favors on favored constituents, or to give the appearance of impropriety.

III. Purchasing Code of Ethics.

3.01. **Statement of Purchasing Policy.** Public employment is a public trust. It is the policy of the County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover,

they should conduct themselves in such a manner as to foster public confidence in the integrity of the Purchasing Department.

To achieve the purpose of this Article, and these Policies, it is essential that those doing business with the County also observe the ethical standards prescribed here.

3.02. **General Ethical Standards.**

3.02.01. It shall be a breach of ethics to attempt to realize personal gain through public employment with the County by any conduct inconsistent with the proper discharge of the elected official's, department head's or employee's duties.

3.02.02. It shall be a breach of ethics to attempt to influence any elected official, department head or public employee of the County to breach the standards of ethical conduct set forth in this code.

3.02.03. It shall be a breach of ethics for any elected official, department head or employee of the County to participate directly or indirectly in a procurement when the elected official, department head or employee knows that:

a. the elected official, department head or employee or any member of the elected official's, department head's or employee's immediate family has a financial interest pertaining to the procurement;

b. a business or organization in which the elected official, department head or employee, or any member of the elected official's, department head's or employees immediate family, has a financial interest pertaining to the procurement;

c. any other person, business or organization with whom the elected official, department head or employee or any member of the elected official's, department head's or employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

3.02.04. 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 therefor pending before any department or agency of the County.

3.02.05. 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.

3.02.06. The prohibition against gratuities and kickbacks prescribed in subparagraphs 4 and 5 shall be conspicuously set forth in every contract and solicitation therefor.

3.02.07. It shall be a breach of ethics for any current or former elected official, department head or employee of the County knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person, entity or organization.

3.03. **Construction with other provisions.** The provisions of this Purchasing Code of Ethics shall be in addition to the ethical provisions contained in any County personnel manual or Civil Service rules and policies. In the event of a conflict between the provisions of this Purchasing Code of Ethics and the provisions of such manuals, rules or policies, the more restrictive shall control. A violation of this Purchasing Code of Ethics by an employee of the County covered under the County's civil service system shall be punishable under the provisions of the governing rules and policies of such system.

IV. Duties of the Purchasing Agent.

4.01. **Generally.** The duties of the Purchasing Agent shall include purchasing or approving the purchase of all supplies, materials and equipment required or used and contracting for all repairs to property used by the County or any of its agencies, officers or employees, except purchases and contracts required by law to be made on competitive bid pursuant to Chapter 262, Texas Local Government Code. Except where expressly permitted herein, no person, other than the Purchasing Agent, may purchase supplies, materials or equipment or make contracts for repairs.

4.02. **Supervise All Purchases.** The Purchasing Agent shall supervise all purchases made by competitive bid and shall ensure that all purchased supplies, materials and equipment are delivered to the proper County officer or department in accordance with the purchase order or contract.

4.03. **Interlocal Cooperation.** The Purchasing Agent may cooperate with the purchasing agent or department of the state of Texas and/or any local government unit to purchase any item in volume as may be necessary. Warrants or checks drawn by the County Auditor shall be honored by the County Treasurer to reimburse such purchasing agent or department making the purchase for the County.

4.04. **Inter-Department Transfers.** To prevent unnecessary purchases, the Purchasing Agent shall transfer County supplies, materials and equipment from an agency of the County, a County department, officer or employee of the County that are not needed or used to another County agency, County department, officer or employee of the County requiring the supplies or materials or

use of the equipment. The Purchasing Agent shall furnish to the County Auditor a list of transferred supplies, materials and equipment.

4.05. **Disposal of Salvage Property.** The Purchasing Agent, acting for the Commissioners Court and by delegation of the Commissioners Court, shall dispose of surplus or salvage property following the procedures required by state statute and as set out in the instructions accompanying Form SLVG-PD-001. Form SLVG-PD-001 **must** be completed and necessary approvals received for all surplus/salvage property dispositions.

4.06. **Prepare Specifications.** The Purchasing Agent, along with the person requesting the purchase of any item or items requiring competitive bids, pursuant to Chapter 262, Texas Local Government Code, shall prepare bid specifications which shall be approved by the Commissioners Court and advertised, received and awarded, in accordance with Chapter 262, Texas Local Government Code.

V. Delegation of Duties.

5.01. **Purchases Not Exceeding $1,000.00.** The Purchasing Agent may delegate to any elected official or department head the authority to purchase materials and supplies valued up to One Thousand Dollars ($1,000.00).

5.02. **Repairs–Vehicles & Equipment.** The Purchasing Agent may delegate to any elected official or department head the authority to purchase repair parts and services for motor vehicles, office or shop equipment, and similar items valued up to Two Thousand Dollars ($2,000.00).

5.03. **Repairs–Heavy Machinery.** Purchases of repair parts and services for road-building and other heavy machinery valued up to Five Thousand Dollars ($5,000.00) is delegated to each County Commissioner and to the Manager of Hidalgo County Drainage District #1.

5.04. **Limitation of Delegation.** Notwithstanding any provision herein to the contrary, no delegation of authority to purchase any item bought from the permanent improvement fund or any equipment which shall be recorded in the physical inventory record is hereby made.

5.05. **Authorized Employees.** Elected officials and department heads may also delegate the authority to purchase materials and supplies valued up to One Thousand Dollars ($1,000.00) by furnishing the Purchasing Agent a memorandum listing the employee(s) so authorized.

5.06. **Waiver by County Judge.** Pursuant to the provisions of Texas Local Government Code § 113.901(c), the County Judge may, by written order, waive the requirement of approval of all requisitions and purchase orders. In such event, all claims must be approved by Commissioners Court in open court prior to payment.

VI. Requisition Process.

6.01. **Overview.** Requisitioning is the process of formally requesting that a purchase be made. Counties are required by statute (Tex. Loc. Govt. Code § 113.901) to use a requisitioning system. The purpose of the Requisition is to inform the Purchasing Department of what to buy, when it is required and where to deliver it.

6.02. **Procedures and Forms.**

6.02.01. All purchases of goods and services, even purchases made under the authority delegated in Article V, shall be commenced by the requesting department completing a Hidalgo County Requisition Form (Form HCPD-01) and submitting it to the Purchasing Department.

6.02.02. Form HCPD-01 should be completed well in advance of the date that the goods or services are required by the requesting department in order to allow the Purchasing Department and the vendor to assure the goods are delivered or services performed by the date required by the requesting department.

6.02.03. Form HCPD-01 *must* be completed in its entirety. Incomplete Requisition Forms will be returned to the requesting department and will delay the order and delivery of the requested goods or services.

6.03. **Requisition Priority Designations.** Each Form HCPD-01 must contain a priority designation and state a definite date by which the items are needed (i.e., not "Rush" or "ASAP"). The priority categories set forth below will be strictly adhered to, and the Purchasing Agent is authorized to investigate priority designations to determine abuse or potential abuse of expedited purchasing procedures. Requisitions are divided according to the type of action required on the purchase:

6.03.01. **Routine** - (for all normal purchasing transactions requiring a Requisition Form). The Purchasing Department will process these requisitions using routine procedures set out in Procedures Number 6.04.01. Routine purchases are designated **Priority Four**.

6.03.02. **Expedited** - (for items that are needed sooner than the normal purchasing process would be able to get them). The only legitimate purposes for Expedited purchases are to prevent work stoppages or loss of the County's money. Expedited purchases are *not* emergency purchases. They are for items needed quickly to prevent costly delays, and therefore warrant the additional cost and effort caused by the interruption of the normal purchasing routine. However, they are *not* to be used unless absolutely required. The two types of Expedited purchases are:

a. **Walk Through** - (for items needed within ten working days to avoid work interruption, loss of service or significant added cost of operations). The Purchasing Department processes these requisitions using routine procedures set out in Procedure Number 6.04.02. The requisition and other documents are hand-carried through the purchasing process by the requesting department. These purchases are designated **Priority Three**.

b. **Work Stoppage** - (for items needed immediately to prevent work stoppage due to *unanticipated* requirements). The Purchasing Department processes these requisitions using routine procedures set out in Procedure Number 6.04.03, but the process may be started by telephone request to the Purchasing Department, followed by delivery of a completed Form HCPD-01. These purchases are designated **Priority Two**.

6.03.03. **Emergency** - (for all requirements because of an emergency condition as defined in Procedure Number 9.01.01). The Purchasing Department processes these requisitions using routine procedures set out in Procedure Number 6.04.04. These purchases are designated **Priority One**.

6.04. **Processing of Requisitions.**

6.04.01. **Priority Four Requisition.** When a requisition is received in the Purchasing Department, it must be verified for accuracy, authorization and budget authority. Purchasing will do the following: (a) check the requisition for completeness; (b) check computations for accuracy; (c) verify contract provisions (if purchase under existing contract); (d) verify authorizations against authorization lists; (e) verify budget authority (budget line-item authority and unencumbered budget balance); (f) prepare purchase order (see Procedure Number 6.04.06).

6.04.02. **Priority Three Requisition.** (a) The Form HCPD–01 is completed as with a Priority Four requisition, coding it Priority Three. (b) The preparer should then notify the Purchasing Department by telephone, specifying that a Priority Three requisition is being walked through. Purchasing should be provided with all details of the purchase. (c) Walk the requisition to all required stations. (d) Hand carry the requisition to Purchasing. Purchasing makes the purchase in accordance with either Article VII or Article VIII.

6.04.03. **Priority Two Requisition.** (a) The Form HCPD-01 is completed as with a Priority Four requisition, coding it Priority Two. (b) The preparer should then notify the Purchasing Department by telephone, specifying that a Priority Three requisition is being walked through. Purchasing should be provided with all details of the purchase. (c) Continue as with a Priority Three requisition. (d) Purchasing begins the purchase process immediately upon receiving the telephone call in Step (b), and makes the purchase in accordance with either Article VII or Article VIII.

6.04.04. **Priority One Requisition.** (a) The Form HCPD-01 is completed as with a Priority Four requisition, coding it Priority One. (b) The preparer should then notify Purchasing by telephone, specifying that a Priority One requisition is being walked through. Purchasing should be provided with all details of the purchase. (c) Walk the requisition to all required stations. (d) Hand carry the requisition to Purchasing. Purchasing begins the purchase immediately upon receiving the telephone call in accordance with Procedure 9.01.02.

6.04.05. *NOTE: For all purchases required under Priority Two and Priority Three which also require competitive bidding, an emergency must be declared in order to bypass the competitive bidding process. All Priority One purchases* ***must*** *meet the qualifications for emergency purchases in the pertinent statutes, as outlined in Procedure 9.01.01.*

6.04.06. **Purchase Order.** When the completed requisition is received in the purchasing office, a purchase order ("PO", Form HCPD-02) will be prepared. The Requisition and the PO are approved by the County Judge. The prepared PO is delivered to the vendor which is awarded the contract, in accordance with Article VII or VIII.

VII. Competitive Bidding.

7.01. **Bidding Required.** Before any person, department, official or agent of the County may purchase one or more items under a contract that requires an expenditure exceeding Twenty-Five Thousand Dollars ($25,000.00), the competitive bidding requirements prescribed by Chapter 262, Texas Local Government Code, must be utilized with the assistance of the Purchasing Agent. In applying the competitive bidding or competitive proposals, all separate, sequential or component purchases (purchases made separately, purchases made over a period of time or purchases of component parts of an item or items that in the normal purchasing practice would be purchased in one purchase) are treated as if they are part of a single purchase and of a single contract. This requirement includes leases, installment payments and lease purchases in the event the total amount of payments will exceed Twenty-Five Thousand Dollars ($25,000.00) over the life of the contract. Pursuant to Section 262.026(a), the Commissioners Court has delegated the authority to make extensions on the date for the opening of bids to the Purchasing Agent.

7.02. **Exception.** The only exceptions to the competitive bidding process outlined in this Article VII are set forth in Section 262.024, Texas Local Government Code, and Article IX herein. These exceptions shall be determined solely as provided in Article IX.

7.03. **Specifications/Procedures.**

7.03.01. When the purchase of one or more items requiring competitive bidding pursuant to Chapter 262, Texas Local Government Code, and this Article 7, is required, the person desiring to purchase the item shall first submit written specifications to the Purchasing Agent. The Purchasing Agent shall, upon request, assist in developing the specifications.

7.03.02. No specifications shall be written, which by design exclude legitimate competition between vendors. No brand names shall be utilized unless a disclaimer is used which opens the specification to competing brands of equal or superior quality.

7.03.03. The requisition, along with the proposed specifications and a bidding timeline, are submitted to the Commissioners Court which shall approve the form and content of the specifications and determine when the bids will be

opened and when results will be submitted to the Commissioners Court.

7.03.04. After approval of the specifications and bidding timeline, the Purchasing Department will proceed with advertising for bids in accordance with the timeline and applicable provisions of the Local Government Code.

7.03.05. The Purchasing Agent may mail an Invitation to Bid form to potential vendors when, in the judgment of the Purchasing Agent, such Invitation to Bid would enhance the bidding process.

7.03.06. Alternative competitive proposals may be obtained on purchases of insurance and high-technology items (as defined by statute), and for items for which it is impractical to prepare detailed specifications. The procedure for this is prescribed in Sections 262.0295 and 262.030 of the Texas Local Government Code and may be utilized by the Purchasing Agent when approved by the Commissioners Court.

7.04. **Selection of Successful Bidder.**

7.04.01. In competitive bidding, informal bids or proposals, the evaluation of the bids and proposals and the selection of vendors shall be done with the view to obtain the best value for the money spent. The vendor selected shall be a responsible bidder who submits the lowest and best bid.

7.04.02. The Purchasing Agent shall present the bids to the Commissioners Court at a meeting of the Commissioners Court.

7.04.03. In the event two (2) responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two (2) by drawing lots in a manner prescribed by the County Judge or reject all bids and publish a new notice.

7.04.04. No contract shall be awarded to a bidder who is not the lowest dollar bidder meeting the specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appeal before the Commissioners Court and present evidence concerning the lower bidder's responsibility.

7.04.05. In the event the Alternative Competitive Proposal Procedure or Alternative Multistep Competitive Proposal Procedure are utilized, as provided for in Procedure 7.02.06, the lowest responsible bidder selected in accordance therewith may be determined through negotiation with parties submitting proposals.

7.04.06. In the event that information on costs of the repair, maintenance or repurchase of earth-moving, material-handling, road maintenance or construction equipment is requested in a bid notice or specifications, such information can be considered by the Commissioners Court in selecting the most responsible bidder.

7.04.07. In considering the purchase of road construction materials, the location for pickup and delivery, and the cost to the County for hauling or delivering the materials may be considered in selecting the most responsible bidder.

7.04.08. Multiple contracts may be awarded for the purchase of road construction

materials if more than one bidder submits the lowest and best bid or a particular type or location of material.

7.05. **Changes in Plans and Specifications.** When there are changes in plan specifications or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the Commissioners Court may make those changes; provided, however, the total contract price may not be increased unless the cost of the change can be paid from available funds. If a change order involves an increase or decrease in cost of Fifty Thousand Dollars ($50,000.00) or less, the Commissioners Court may grant general authority to an employee to approve the change orders; provided, however, that the original contract price may not be increased by more than twenty-five percent (25%) unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by eighteen percent (18%) or more without the consent of the contractor.

VIII. Non-Bid Purchases.

8.01. **Purchases Under Delegated Authority.** For purchases, the authority for which is delegated under Article V hereof:

8.01.01. An authorized person submits a Form HCPD-01 to Purchasing, together with the invoice for the goods or services acquired. *Note: the completed requisition must be completed and dated prior to the purchase being made, but need only be submitted to Purchasing once the purchase is completed.*

8.01.02. Purchasing checks the Requisition in accordance with Procedure 6.04.01, and forwards it to the County Judge, along with a PO for approval. After the approval of the County Judge, the Requisition and PO are forwarded to the County Auditor for payment. It is the Department's responsibility to confirm, in advance, that there is budget authorization and a sufficient unencumbered budget balance to cover the purchase, and to request a budget amendment or line item transfer if necessary.

8.01.03. When an emergency occurs outside of regular office hours, a County official or department head may release a verbal order to the vendor and then complete and submit a Requisition to Purchasing with a written explanation of the emergency.

8.01.04. When a purchase is made under this procedure without proper budget authority, the cost of the purchase shall be the personal responsibility of the highest-level person ordering/approving such purchase within the requesting department.

8.01.05. The Purchasing Department shall periodically review purchases made under this procedure for repetitive, component or sequential purchases which are being made in violation of the competitive bidding laws and these Policies.

8.02. **Non-Delegated Purchases Not Exceeding $5,000.00.**

8.02.01. An authorized person shall complete a Form HCPD-01 which shall include

the listing of at least three (3) potential suppliers, together with verbal or telephone quotations from such suppliers. Vendors who are located throughout the County and state should be contacted. A record of all quotations (written or taken by telephone) shall be maintained. The list of vendors contacted should be rotated so that over time, all vendors are contacted approximately equally.

8.02.02. The Requisition is processed in the normal manner and submitted to Purchasing.

8.02.03. Purchasing verifies the Requisition, approves same, and, after approval of the County Judge, issues a PO to the most responsible vendor, as determined by the Purchasing Agent. If the approved quotation is not the lowest quotation, the reason must be stated in writing on the Requisition.

8.02.04. If the Requisition is disapproved for any reason, the Requisition is returned to the user with a written reason for the disapproval.

8.02.05. The Purchasing Agent shall establish policies requiring the random verification of telephone or oral quotations, and may, whenever the Purchasing Agent deems appropriate, solicit additional oral, telephone or written quotations before authorizing a purchase.

8.03. **Purchases Between $5,000.01 and $25,000.00.**

8.03.01. An authorized person shall complete a Form HCPD-01 which shall include the listing of at least three (3) potential suppliers, together with written, firm quotations from such suppliers. Vendors who are located throughout the County and state should be contacted. A record of all quotations shall be maintained. The list of vendors contacted should be rotated so that over time, all vendors are contacted approximately equally.

8.03.02. The Requisition is processed in the normal manner and submitted to Purchasing.

8.03.03. Purchasing verifies the Requisition, approves same, and, after obtaining approval of the County Judge, issues a PO to the most responsible vendor, as determined by the Purchasing Agent. If the approved quotation is not the lowest quotation, the reason must be stated in writing on the Requisition.

8.03.04. If the Requisition is disapproved for any reason, the Requisition is returned to the user with a written reason for the disapproval.

8.03.05. The Purchasing Agent shall establish policies requiring the random verification of written quotations, and may, whenever the Purchasing Agent deems appropriate, solicit additional written quotations before authorizing a purchase.

8.04. **Information Contained in Quotes.** For all oral or written quotations obtained, the following information must be exchanged between the vendor and the County:

8.04.01. Information related to the prospective vendor should include a description of the item (or items), the quantity required (in standardized units, if

applicable), the required delivery date, the last date quotations will be accepted, and the terms and conditions of purchase. The vendor shall be informed that the price quotations are *required* to be honored during the stated period.

8.04.02. Information obtained from the prospective vendor *must* include the name, address and telephone/telecopier numbers of the vendor, the total or unit price, as specified, the date through which the quoted price will be effective, the name of the representative providing the quote, and the specific (i.e., name brand and model number) product offered. For written quotations, this information must be included on the face of the written proposal.

8.05. **Selection of Vendor.** In selecting the most responsible vendor, the Purchasing Agent will consider such matters as price (all other factors being equal, the lowest price should always be taken), relative quality of good or service (if more than one vendor can deliver at an acceptable price, the relative quality should be considered), reliability of vendor (based on actual, documented experience of purchasing agent, not on intuition or rumor), ability to service items purchased, other relevant factors as determined by the Purchasing Agent.

IX. Emergency and Sole Source Purchases, Other Exempt Purchases.

9.01. **Emergency Defined, Procedures.**

9.01.01. Emergency (Priority One) purchases are governed by Tex. Loc. Govt. Code § 262.024(a)(1), (2) & (3) and are not utilized at all, except:

a. In the case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County;

b. To purchase an item necessary to preserve or protect the public health or safety of the residents of the County; or

c. To purchase an item necessary because of unforeseen damage to public property.

9.01.02. The following procedures *must* be followed for Priority One purchases:

a. Qualification. The purchase must qualify as an emergency purchase under the definition in Procedure 9.01.01, or in Tex. Loc. Govt. Code § 262.024.

b. Designation. The designation of *Priority One* indicates a situation of such urgency that the normal purchasing procedure must be modified in the interest of speed, and therefore no competitive bids or quotations are required.

c. Normal Working Hours. All emergency purchases occurring during normal working hours are processed through the Purchasing Department as follows:

i. The using department will notify the purchasing office by telephone immediately, with as much information as possible about the emergency purchase required, so that the

purchasing action can be initiated immediately.

ii. Simultaneously, a purchasing requisition is prepared and hand carried through the normal channels.

iii. The Purchasing Department or using department head contacts as many vendors as are necessary to arrange the emergency purchase. If time permits, the PO is completed in accordance with Procedure 6.04.06. Otherwise, the purchase is completed by telephone, and the PO is completed after the fact and delivered to the vendor.

iv. The buyer requests expedited delivery, and if not available, the using department or Purchasing arranges to pick up the emergency purchase from the vendor.

b. Evenings, Weekends and Holidays. For other than normal working hours, when purchasing support is unavailable, emergency purchases shall be processed as follows:

i. The responsible official of the using department takes whatever steps are necessary to procure needed supplies, services or equipment to relieve the emergency situation. If possible, only those goods or services needed during the evening, weekend or holiday are procured.

ii. On the first working day following the emergency, the responsible official prepares a requisition and hand-carries it to the purchasing office, as described in Procedure 9.01.02 (d)(ii), above, attaching the invoices, bills for materials, receipts or other documents related to the purchase.

c. Certification. The official in charge of the using department must certify in writing on the next business day, or as soon thereafter as possible, that the purchase involved was necessary because of one of the reasons listed in Procedure 9.01.01.

d. Commissioners Court Approval. If a competitive bid would normally have been required under Article VII hereof to accomplish the purchase, the Commissioners Court must, by order, accept the certification of the official and enter it into the minutes of the Commissioners Court at its next meeting, together with authorization of the exception from the requirements of Article VII.

9.02. **Sole Source Defined, Procedures.**

9.02.01. A purchase qualifies as a "Sole Source" purchase when the item or service requested can only be obtained from one source, including:

a. items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

b. films, manuscripts or books;

c. electric power, gas or other utility services;

d. captive replacement parts or components for equipment.

9.02.02. Sole Source purchases are handled the same as other purchases, with these exceptions:

a. If the requesting department determines that the item is a Sole Source item, a statement must be attached to the Form HCPD-01 stating that a sufficient number of vendors have been contacted to determine that only one practical source of supply exists, or stating other reasons why only one source of supply exists. The Requisition is otherwise completed in the normal manner.

b. If the Purchasing Department concurs that the item is a Sole Source purchase, a similar statement must also be attached to the Requisition. If the Purchasing Department does not concur, the Requisition is to be returned to the requesting department with an explanation of the reasons therefor.

c. For Sole Source purchases in amounts which otherwise require competitive bidding under Article VII hereof, the Purchasing Agent shall tender to the Commissioners Court a signed statement stating the reasons that the item is a Sole Source purchase. If the Commissioners Court concurs that the item is a Sole Source purchase, it shall, by order, enter the statement into its minutes, and grant an exception from the requirements of Article VII.

d. Purchases of items described in Procedure 9.02.01(d) are hereby deemed Sole Source, and are exempted from the requirements of these Procedures.

e. After the Requisition is approved, a PO is prepared in accordance with Procedure 6.04.06.

9.03. **Other Exempt Purchases.** In addition to emergency and Sole Source purchases, the following purchases may be exempted from the procedures outlined in Article VII, and the procedures outlined in Article VIII, provided that, for purchases falling under Article VII, an order of the Commissioners Court is entered authorizing the exception, and for purchases falling under Article VIII, the Purchasing Agent approves the exception in writing:

9.03.01. A personal or professional service (note prohibitions on competitive bidding for professional services contained in the Professional Services Procurement Act, Tex. Govt. Code Ch. 2254, Subch. A);

9.03.02. Any work performed and paid for by the day, as the work progresses;

9.03.03. Any land or right-of-way (including a lease of land or a building, in accordance with Attorney General Opinion No. MW-535 (1982));

9.03.04. Any item of food, provided, however, that in lieu of competitive bidding for purchases over $5,000.00, the procedures outlined in Procedure 8.03 are followed at intervals established by the Commissioners Court;

9.03.05. Personal property sold at an auction by state licensed auctioneer, at a going out of business sale conducted in accordance with Texas Business & Commerce Code Chapter 17, Subchapter F, or by a political subdivision of this state, or an entity of the federal government;

9.03.06. Any work performed under a contract for community and economic development made by a county under Tex. Loc. Govt. Code § 381.004; or

9.03.07. The renewal or extension of a lease or of an equipment maintenance agreement if (a) the lease or agreement has gone through the competitive bidding or quote procedures within the preceding twelve (12) months; (b) the renewal or extension does not exceed one year; and (c) the renewal or extension is the first renewal or extension of the lease or agreement.

X. Cooperative Purchasing.

10.01. **State Cooperation.** The requirements of Article VII and Article VIII may be satisfied by compliance with the procedures and requirements of Tex. Loc. Govt. Code §§ 271.081-271.083.

10.02. **Local Cooperation.** The County shall, whenever advantageous to do so, enter into cooperative purchasing arrangements with other local governments pursuant to the Interlocal Cooperation Act, Tex. Govt. Code Ch. 791. In the event such an arrangement is made, purchases thereunder shall be made in accordance with the more strict requirements of relevant statutes and purchasing policies. For example, the County is not required to address the issue of Historically Underutilized Businesses ("HUBs"), but municipalities must do so in purchases over $3,000.00; therefore, in a cooperation agreement with a municipality, purchases over such amount must follow state statutes governing the use of HUBs.

XI. Bonds.

11.01. **May Be Required.** The County may, and if mandated by statute, shall, require a bid bond, a performance bond and/or a payment bond, to the extent permitted by applicable state statutes, for any contract by including such requirement in the bid specifications or request for proposals. Any such bond so required shall be executed with a surety company authorized to do business in the State of Texas.

11.02. **Bid Bond.** If a contract is for the construction of public works or is a contract exceeding One Hundred Thousand Dollars ($100,000.00) the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in the amount of five percent (5%) of the total price.

11.03. **Payment and Performance Bond--Permissive.** In the event the contract exceeds Fifty Thousand Dollars ($50,000.00) and is not covered by Procedure 11.06, the County may require the successful bidder to furnish a payment bond and a performance bond to the County in the full amount of the contract within thirty (30) days after the date of signing of the contract or issuance of a Purchase Order following the acceptance of a bid or proposal, but in any event prior to the commencement of actual work.

11.04. **Contracts Less Than $50,000.00.** In the event the contract is for Fifty Thousand Dollars ($50,000.00) or less, the County may provide in the bid notice or request for proposal that 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.

11.05. **Regulated Bidder--No Performance or Bid Bond.** A bidder or proposal offerer whose rates are subject to regulations by a state agency may not be required to furnish a performance bond or a bid bond.

11.06. **Performance and Payment Bond--Mandatory.** If a contract is for the construction, alteration or repair of public buildings or public works, the bid specifications *shall* require a performance bond for a contract in excess of One Hundred Thousand Dollars ($100,000.00) and *shall* require a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

NOTE: **On August 31, 1999 Commissioners' Court approved a revision to the Hidalgo County Purchasing Policies and Procedures, Section VII, Competitive Bidding, Article 7.01, Bidding Required, *from $15,000 limit to $25,000* pursuant to Senate Bill 1669, effective September 1, 1999. (Texas Local Government Code Chapter 262,§262.023).**

REQUEST FOR SEALED QUOTES FORM

DATE:

COMPANY NAME:		**REQUEST FOR: 2014-**	
ADDRESS:		QUOTATION	
CITY/STATE/ZIP:		INQUIRY ONLY	
PHONE/ FAX NO.:		THIS IS NOT AN ORDER	
REPRESENTATIVE:		SUMMARY OF QUOTATION	

FROM: _____

ADDRESS: _____

_____

PHONE **Phone: (956)- 318-2626**

FAX **Fax: (956)- 292-7612**

Contact Person:

QUOTE GOOD FOR _____DAYS

TERMS from date_____ to date _____

QUOTATIONS MUST BE RECEIVED BY: 11: 00 AM on Month 00, 2014 In person

PLEASE QUOTE UNIT PRICE, SHIPPING POINT, F.O.B., DELIVERY SCHEDULE AND TERMS ON:

QUANTITY	ITEM	DESCRIPTION AND DELIVERY REQUIRED	UNIT PRICE	TOTAL AMOUNT
		Refer to Exhibit B for pricing however this form must be completed where applicable and attached with your quote (Exhibit "B" Quote Page)		
		AUTHORIZED SIGNATURES_____		

SPECIAL NOTICE TO VENDORS:

1. IF UNABLE TO QUOTE, PLEASE ADVISE AT ONCE AND RETURN NO BID.
2. SHOW ABOVE QUOTE NUMBER ON ALL PROJECT CORRESPONDENCE.
3. ITEMIZE ALL UNIT PRICES AND DISCOUNTS SEPARATELY.
4. ATTACH COMPLETE SPECIFICATIONS FOR ANY SUBSTITUTIONS OFFERED.
5. WE RESERVE THE RIGHT TO ACCEPT OR PROTEST YOUR QUOTATION.
6. ALL QUOTATIONS SUBJECT TO ACCEPTANCE ON OUR USUAL PURCHASE ORDER FORMS.
7. QUOTES MUST NOT EXCEED LIMIT OF $50,000.00

PLEASE FILL IN ALL THE HIGHLIGHTED AREAS AND SEND IN WITH EXHIBIT "B"

Any ALTERALTIONS on this page shall be considered a probable cause for disqualification.

2015-2017
VENDOR'S LIST FOR
HIDALGO COUNTY
(OWNED)
VEHICLES / EQUIPMENT / HEAVY EQUIPMENT / MACHINERY – PARTS & REPAIRS

VENDOR No.	COMPANY NAME	ADDRESS	CITY
347612	A-1 Auto Glass LLC	517 N. 10th St.	McAllen
000426	Aamatic Transmissions	616 S. 23rd.	McAllen
371823	Aamco Transmissions	120 S. 23rd.	McAllen
227609	Absolute Services	2005 Industrial Dr.	McAllen
089885	Action Hydraulic Hoses, Etc.	1010 W. Kika De La Garza	Mission
320048	Advance Auto Parts	5673 Airport Road	Roanoke VA
1007	Air Flo Filter Co	820 Whitwing Bldg B	McAllen
318108	American Machine Shop & Pumps	2120 E. Richardson	Edinburg
399590	American Towing & Recovery dba Meza, Filemon	1821 W Mile 17 ½ Rd	Edinburg
001864	Amigo Implement Company, Inc.	304 W. Monte Cristo Rd.	Edinburg
001961	Anderson Equipment Co. Inc.	P. O. Box 662	Pharr
228257	A-OK Transmission	401 E. Business 83	Weslaco
337	A-OK Vacuum Cleaner Sales	1617 N. 10th	McAllen
391891	Applied Industrial Technologies	One Applied Plaza	Cleveland OH
All	Auto Zone	All	County
003166	Barbee-Neuhaus Impl Co.	2000 E. Expressway 83	Weslaco
096822	Bert Ogden Chevrolet, Inc.	1400 E. Expressway 83	Mission
323144	Bert Ogden McAllen Motors, Inc.	P. O. Box 3098	McAllen
003654	Bert Ogden Motors, Inc.	4221 S. Hwy. 281	Edinburg
291277	Bert Ogden RGV RV Center, Inc.	1400 E. Expressway 83	Mission
3816/55808	Bill Bunton	1101 W. Second/Hwy 83	Mercedes
004014	Boggus Motor Sales L.P.	1400 E. Highway 83	McAllen
004057	Border Engine Rebuilders	100 International Blvd.	Weslaco
4472	Burns Motors, Co.	1300 E. Buss. 83	McAllen
4537	Burton Auto Supply, Inc.	P. O. Box 2201	Decatur, AL
43265	Camco Wheel & Axle	P. O. Box	Pharr
284041	Carrillo Investments, Inc. d/b/a Vic's Auto Rebuilders		Pharr
006041	Charles Clark Chevrolet Co.	P. O. Box 938	McAllen
210617	Collision Center Autobody & Glass	PO Box 3023	McAllen

213861	Collision Masters Auto Body Shop d/b/a Tow Masters Wrecker		Mission
387967	Collision Specialist	3705 N. 10th	Mcallen
40363	Consolidated Electrical Distributors Inc (Valmac-Pharr)	1920 Westridge Dr	Irving
406341	D & R Glass etc. Inc. d/b/a Glass Etc. (buildings only)	2617 S. 23rd St.	McAllen
247774	D & R Glass etc. Inc. d/b/a Glass Etc. (vehicles only)	2617 S. 23rd St.	McAllen
353787	Doggett Equipment Services Group LTD	D/B/A Toyota Lift of Texas	Houston
421812	Doggett Freightliner of So. Texas	3103 N. Cage Blvd.	Pharr
324493	Doggett Heavy Machinery Services LTD	705 E. Nolana Loop	Pharr
435880	E R Auto Clinic /aba Orlando Ramirez	9817 N 10th St	McAllen
326577	E. R. Paint Shop	2420 W. Monte Cristo Rd.	Edinburg
383244	Eagle Automotive	9128 N. 23rd	McAllen
227153	Economy Tires & Wheels	100006 N. Moorefield	Mission
174181	Edinburg Machine Shop	821 E Wisconsin	Edinburg
221147	Eliff Trailer Sales	1307 W. Harrison	Harlingen
011266	Ernie's Service LLC	1912 N. Cage	Pharr
11304	Escobar's Auto Electric, Inc.	1632 E. Buss Hwy 83	Weslaco
349631	Falcon Seal & Supply	P. O. Box 2643	McAllen
311928	Fastenal Company	200 Theurer Blvd	Winoma MN
344699	Fiesta Chevrolet, Inc.	4002 S. Expressway 281	Edinburg
248649	Fleet Pride	P. O. Box 847118	Dallas
367416	Fleet Safety Equipment Inc	6525 Goforth St	Houston
416703	Fleet Solutions LLC/ dba Cura, Joel	3101 N Toledo St	Pharr
013129	French-Ellison Truck Center, LTD	4300 N. Cage St.	Pharr
013161	Fuel Injection Service Inc.	3401 N. Cage	Pharr
231266	G & S Glass LLC	616 N. Closner	Edinburg
169242	GCR Tire Centers	All available	County/State wide
276561	Get it in gear transmission	P. O. Box 732	Weslaco
14788	Good Year Auto Service	4201 N. 23rd	McAllen
14788	Good Year Auto Service	1002 N. Westgate Dr.	Weslaco
242101	H & V Equipment, Inc.	P. O. Box 909	Progreso
201367	H&H Golf Carts, Inc.	115 W. Harrison	Harlingen
252468	Hacienda Ford	3010 W. University	Edinburg
094366	Holt Texas LTD d/b/a Holt Cat	P. O. Box 911975	Dallas
279838	Interstate All Battery Centers	2302 Red River Dr.	Mission
259969	Interstate Battery of Texas Valley	5510 N. Cage Blvd. Ste. R	Pharr
179442	Ivan's Automotive	2245 S. Closner	Edinburg

309125	J & M Hydraulics	P. O. Box 1319	Mercedes
279315	Jesse's Radiator & Muffler Shop	617 N. Airport Dr.	Weslaco
306878	Jesse's Radiator & Muffler Shop	440 W. Bus. Hwy. 83	San Juan
181218	Jesse's Star Muffler & Truck Accessories	300 N. McColl Rd.	McAllen
339024	John Deere Landscapes Inc	31691 Dequindre Dr	Madison IL
253324	Johnstone Supply	PO Box 9490	Corpus Christi
169757	Kip's Kwik Lube Center, Inc.	P. O. Box 532189	Harlingen
192503	Lima's Auto Repair	2601 W. Auburn Ave.	McAllen
21598	Lodico Electronic Service	218 S 12th Ave	Edinburg
379352	M & J Auto Parts	2701 N. McColl Rd	Hidalgo
367176	MAACO	1500 W. POLK ST.	PHARR
164755	Mares Windshield/Glass	505 E. Schunior	Edinburg
251518	Mike's Plumbing & Electrical	P. O. Box 3285	McAllen
125334	Mingo's Car Klinic	510 N. Closner	Edinburg
24996	Mission Auto Electric, Inc. d/b/a MAE Power Equipment	P. O. Box 578	Mission
401960	Mission Quick Lube	2001 N. Conway	Mission
275506	Mobile Relays Partners, LTD	P. O. Box 1808	McAllen
352799	Norfoxx Refrigeration Inc.	415 Texas Ave. Ste. A	Round Rock
195545	Nueces Power Equipment	P. O. Box 4789	Corpus Christi
221945	O'Rielly Auto Parts	233 S. Patterson	Springfield, MO
435880	Orlando Ramirez /dba EZ Auto Clinic	9817 N 10th St	Mcallen
374059	Pasargad, LLC	4005 W. US Hwy. 83	McAllen
370045	Peña's Spray on Bedliners	6912 Loma Linda	Mission
150797	Petroleum Solutions, Inc.	P. O. Box 2346	McAllen
28673	Pinky's Upholstery	1801 N. McColl Rd	Edinburg
91987	Pueblo Tires & Service		McAllen
145025	Purvis Bearing Service	P. O. Box 540757	Dallas
43192	R.E. Friedrichs Co dba REFCO	P O Box 4079	McAllen
315486	Radiadores Del Valle	9514 N. FM 1015	Mercedes
156876	Ram Truck Service, Inc.	2500 W. Expressway 83	Mission
299715	Raul Longoria Radiator Shop	3302 S. Raul Longoria Rd.	Edinburg
371807	Region 1 Repair, LLC	2031 N. 77 Sunshine Strip Ste B	Harlingen
377627	Rene's Starter & Alternator Remanufacturing	P. O. Box 3303	Mission
174343	Reyes Tarp & Tents	802 W. State	Pharr
31003	Rio Grande Plumbing Supply Inc	P O Box 3330	McAllen
216607	Rio Hydraulic Sales & Service	1213 E. Tamarack	McAllen

403750	Rio Paper & Supply	1800 Mozelle Ave.	Pharr
31259	Risica & Sons Inc	P O Box 1168/403E Expwy 83	Edinurg
283797	Romco Equipment Co.	P. O. Box 841496	Dallas
322695	Ron Hoover Co. of Donna Inc	101 Expressway 83	Donna
294098	Royal Automotive	294098	Pharr
218332	Rush Equipment Centers Of Texas, Inc.	10100 N. Loop East	Houston
269123	Rush Truck Center of Texas, LP	Department 1265	Birmingham, AL
304131	Saenz Hardware	3314 N. Conway Ave	Mission
93963	Safety Kleen Systems, Inc.	P. O. Box 650509	Dallas
393169	Santex Truck Center LTD /dba South Texas International Trucks	1380 Ackrman Rd	San Antonio
033871	Seiver Implement Co. Inc.	P. O. Box 699	Donna
311987	Sepulveda's Auto Service #2	2204 Olmo Ave.	San Juan
407046	Solis, Jesus A. d/b/a J's Hydraulics	120 E. Loeb	Edinburg
034754	South Hi Way Garage Inc.	2325 S. Hwy. 281	Edinburg
34797	South Texas Communications	P. O. Box 3712	McAllen
204803	South Texas Freightliner, Inc.	P. O. Box 2201	Decatur, AL
328804	Southern Tire Mart	P.O. Box 1000 Dept 143	Memphis,TN
035173	Spikes Motor Company	P. O. Drawer 393	Mission
213039	Stewart & Stevenson Services Inc.	601 W. 38th/P. O. Box200441	Houston
372854	Stutz Auto Service Inc.	2408 W. Pecan Blvd.	McAllen
135224	Summit Manufacturing Inc.	P. O. Box 626	Mission
133655	Superior Alarms	P. O. Box 3097	McAllen
336319	Superior Oil Express	1704 S. Sugar Rd.	Edinburg
302007	TCI Tire Centers	403 E. Expressway	Pharr
218561	Texas Laundry Service Company, Inc.	3750 Red Bluff Rd.	Pasadena
223638	Texas Tarps	P. O. Box 1109	La Blanca
037214	Texas Tool Company	309 (K) Center St.	McAllen
347078	Three Star Muffler Shop	901 E. University Dr.	Edinburg
216543	Tractor Supply	200 Powell Place	Bentwood,TX
214264	Tri-County Communications, LTD	1421 E. Pike Blvd.	Weslaco
38873	Truckers Equipment Inc.	P. O. Box 4727	Corpus Christi
306312	Turnkey Communications	4220 Bicentennial Dr.	McAllen
131725	Utility Trailer Sales & Southeast Texas	P. O. Box 21402	Houston
426563	Valley Equipment Sales, Inc.	949 Cantwell	Corpus Christi
132799	Valley Outdoor Power Equipment Inc.	1012 E. Ferguson	Pharr
197807	Valley Volvo Truck Center	P. O. Box 1090	Pharr

206571	Vermeer Equipment of Texas, Inc.	P. O. Box 224991	Dallas
208078	Video Sound & Light Enterprises, Inc.	3716 S. US Hwy. 281	Edinburg
41289	Waukesha-Pearce Industries INC	12320 S Main	Houston
078344	Weaks Martin Implement Co., Inc.	P. O. Box 910	Mission
268755	Weldinghouse	705 N. Navigation	Corpus Christi
179701	Weslaco Ford-Mercury Inc.	800 E. Expressway 83	Weslaco
041424	Weslaco Motors	2401 E. Expressway 83	Weslaco
220833	Windshield Xpress	101 E. Warren St.	Pharr

Revised 1/9/2014mf
Revised 10/14/2014mf
Revised 10/15/2014tdl

Revised 9-18-15 by LVL

AI-52452 **Closed Session** **17. C.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5679-15-I; Rolando Garcia v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2015 10:42 AM
Purchasing Department	Monica Badillo	12/04/2015 05:24 PM

Form Started By: Monica Badillo Started On: 11/30/2015 03:45 PM

Final Approval Date: 12/04/2015

AI-52478 **Closed Session** **17. D.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Time Warner Cable

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2015 02:57 PM
Purchasing Department	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Aida Alvarez		Started On: 12/02/2015 02:30 PM
Final Approval Date: 12/04/2015		

AI-52549 **Closed Session** **17. E.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Notice of Claim - Josie Moreno & Tonie Moreno, et al v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/04/2015 04:22 PM
Purchasing Department	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Monica Badillo		Started On: 12/04/2015 04:20 PM
Final Approval Date: 12/04/2015		

AI-52453 **Open Session** **19. C.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5679-15-I; Rolando Garcia v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2015 10:42 AM
Purchasing Department	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Monica Badillo		Started On: 11/30/2015 03:45 PM
Final Approval Date: 12/04/2015		

AI-52479 **Open Session** **19. D.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Time Warner Cable

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/02/2015 02:57 PM
Purchasing Department	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Aida Alvarez		Started On: 12/02/2015 02:32 PM
Final Approval Date: 12/04/2015		

AI-52550 **Open Session** **19. E.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Notice of Claim - Josie Moreno & Tonie Moreno, et al v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/04/2015 04:22 PM
Purchasing Department	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Monica Badillo		Started On: 12/04/2015 04:20 PM
Final Approval Date: 12/04/2015		